

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.669

Agenda No. 10.A

Approved: SEP 24 2015



TITLE:
**RESOLUTION AUTHORIZING THE INSERTION OF
SPECIAL ITEMS OF REVENUES AND
APPROPRIATIONS IN THE CY 2015 MUNICIPAL
BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.**

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the municipal budget when such item has been made available after the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount,

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2015 Municipal Budget:

ITEM	FROM	TO
PEG Technology (Comcast)	0.00	200,000.00
JTPA	0.00	3,778,447.00
Port Authority Grant FY2014-Fire	0.00	214,500.00
Port Authority Grant FY2015-Police	0.00	1,004,590.00
Subregional Transportation Grant	0.00	90,530.00

BE IT FURTHER RESOLVED that a like sum be approved to be appropriated in same budget:

ITEM	FROM	TO
PEG Technology (Comcast)	0.00	200,000.00
JTPA	0.00	3,778,447.00
Port Authority Grant FY2014-Fire	0.00	214,500.00
Port Authority Grant FY2015-Police	0.00	1,004,590.00
Subregional Transportation Grant	0.00	113,162.00

BE IT FURTHER RESOLVED that the sum of \$22,632.00 representing the match amount required for the Subregional Transportation Grant is hereby appropriated under the caption "Matching Funds for Grants" in the CY2015 Budget.

BE IT FURTHER RESOLVED that notification of these budget changes will be made by the Chief Financial Officer to the Director of the Division of Local Government Services through the electronic submission process.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Asst. Corporation Counsel

Certification Required ☐

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2015 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.

Initiator

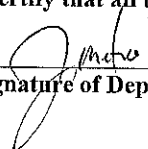
Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	X5042	Jmetro@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the municipal budget when such item has been made available after the adoption of the budget

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/5/15
Date

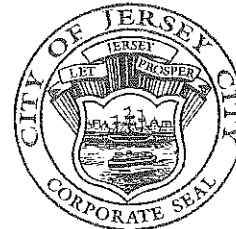
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.670

Agenda No. 10-B

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE CANCELLATION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2015 MUNICIPAL BUDGET

COUNCIL

adoption of the following resolution:

offered and moved

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the municipal budget when such item has been made available after the adoption of the budget, and

WHEREAS, Resolution 15.552 approved on August 19, 2015, authorized the insertion of a special revenue titled Subregional Transportation in the amount of \$113,162 in the CY2015 Budget; and

WHEREAS, Specific language which was required by the Division of Local Government Services for the Subregional Transportation Grant was omitted from the resolution; and

WHEREAS, The Division of Local Government Services has requested that the special item of revenue and appropriation for the Subregional Transportation Grant be cancelled.

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the cancellation of the following item of revenue and appropriation approved in **Res. 15.552** for the CY 2015 Municipal Budget:

ITEM	AMOUNT
Subregional Transportation	113,162.00

BE IT FURTHER RESOLVED that notification of these budget changes will be made by the Chief Financial Officer to the Director of the Division of Local Government Services through the electronic submission process.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Asst. Corporation Counsel

Certification Required ☐

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9-24-15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CANCELLATION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2015 MUNICIPAL BUDGET

Initiator

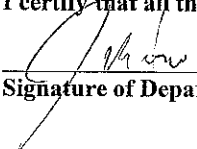
Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	X5042	Jmetro@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

On August 19, 2015, Resolution 15.552 authorized the insertion of special revenue and appropriation – Subregional Transportation in the amount of \$113,162.00 in the CY2015 Budget. The Division of Local Government Services requested to cancel this item due to specific required language not being included in the resolution. This item will be considered on the following resolution authorizing the insertion of a special item of revenue and appropriation.

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/15/15
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-671

Agenda No. 10.C

Approved: SEP 24 2015

TITLE:



A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DIRECTING THE PLANNING BOARD TO CONSIDER AMENDMENTS TO THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT PLAN

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the Municipal Council of the City of Jersey City initially adopted the Powerhouse Arts District Redevelopment Plan on October 27, 2004, which has since been amended several times ("Redevelopment Plan"); and

WHEREAS, the Municipal Council seeks to promote the continuing redevelopment of the area while preserving the historic character of significant structures by amending the standards and regulations within the Redevelopment Plan; and

WHEREAS, located within the Redevelopment Plan Area is a building known as the Merchants' Refrigerating Company Warehouse located at 133 Second Street and designated as Block 11503, Lot 1 on the Tax Map of the City of Jersey City that was designated a local historic landmark; and

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. to preserve the historic character of this structure, the Municipal Council directs the Planning Board of the City of Jersey City to consider if an amendment to the Redevelopment Plan that would permit self-storage use within the structure can be permitted along with any other amendments to the Redevelopment Plan that the Planning Board may deem appropriate in accordance with sound planning objectives.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, as follows:

1. The Municipal Council hereby directs the Planning Board of the City of Jersey City to consider an amendment(s) to the Redevelopment Plan that would permit self-storage use within the structure located at 133 Second Street and designated as Block 11503, Lot 1 on the Tax Map of the City of Jersey City along with any other amendments to the Redevelopment Plan the Planning Board may deem appropriate in accordance with sound planning objectives.
2. The Planning Board of the City of Jersey City shall transmit any proposed amendments to the Redevelopment Plan to the Municipal Council for its consideration in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.
3. This Resolution shall take effect immediately.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Asst. Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rafael R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Resolution.

Full Title of Resolution

**A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
DIRECTING THE PLANNING BOARD TO CONSIDER AMENDMENTS TO THE
POWERHOUSE ARTS DISTRICT REDEVELOPMENT PLAN**

Initiator

Department/Division	Council Office	
Name/Title	Candice Osborne	Ward E Councilperson
Phone/email	201 547 5315	Candice@candiceosborne.com

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Municipal Council of the City of Jersey City initially adopted the Powerhouse Arts District Redevelopment Plan on October 27, 2004. It has since been amended several times, in a continued effort to promote the redevelopment of this area while preserving the historic character of significant structures.

Located within the Redevelopment Plan Area is a building known as the Merchants' Refrigerating Company Warehouse located at 133 Second Street and designated as Block 11503, Lot 1. The Council directs the Planning Board to consider an amendment to the Redevelopment Plan that would permit self-storage use within the structure.

I certify that all the facts presented herein are accurate.



Candice Osborne
Ward E Councilperson

Date: Sept. 15, 2015

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-672

Agenda No. 10.0

Approved: SEP 24 2015

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH HUDSON COUNTY SCHOOL OF TECHNOLOGY TO USE THE FACILITY FOR TRAINING OF PROSPECTIVE FIRE FIGHTERS AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, the State of New Jersey, Civil Service Commission has announced an examination for the title Fire Fighter, and

WHEREAS, the Jersey City Fire Department will provide training for prospective Fire Fighter candidates, and

WHEREAS, the Jersey City Fire Department does not have a facility large enough to accommodate the necessary training, and

WHEREAS, the Hudson County School of Technology located at 525 Montgomery Street can accommodate the training, and

WHEREAS, the Hudson County School of Technology has agreed to provide the facility at no cost to the City, and

WHEREAS, the training will take place at the facility from Monday, September 28, 2015 through Friday, October 9, 2015, and

WHEREAS, the Hudson County School of Technology requires indemnification and a letter of insurance from the City of Jersey City, and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor and/or Business Administrator be authorized to execute an agreement hereto indemnifying the Hudson County School of Technology for the use of their facility by the Fire Department for candidate training;

- I. The Risk Manager is authorized to issue a letter of insurance to the Hudson County School of Technology to cover this training;
- II. The Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Asst. Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9-24-15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH HUDSON COUNTY SCHOOL OF TECHNOLOGY AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

Initiator

Department/Division	Public Safety - Fire	
Name/Title	James R. Shea, Director	
Phone/email	201-547-4239	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

1. The Jersey City Fire Division will provide training for prospective fire fighter candidates for the written test.
2. The Hudson County School of Technology will accommodate this training at no expense to the City from September 28, 2015 through October 9, 2015.

I certify that all the facts presented herein are accurate.



Signature of Department Director

9/8/15

Date

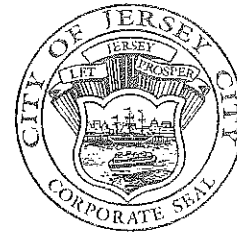
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.673

Agenda No. 10.E

Approved: SEP 24 2015

TITLE:



RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH SAINT PETER'S UNIVERSITY (LICENSOR) ALLOWING THE CITY OF JERSEY CITY TO ENTER PROPERTY OWNED BY THE LICENSOR TO USE SPACE IN THE LICENSOR'S BUILDINGS IN CONNECTION WITH THE JERSEY CITY ART AND STUDIO TOUR ON OCTOBER 3 AND 4, 2015

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City ("City") will be conducting the annual Jersey City Art and Studio Tour ("Tour") on October 3 and 4, 2015; and

WHEREAS, the City desires to use in connection with the Tour the Fifth Floor of the Saint Peter's University (SPU) Student Building and the Art Gallery at the SPU O'Toole Library ("Property"); and

WHEREAS, SPU agrees to permit the City to enter onto its Property for the purpose of conducting an art exhibition provided that the City executes the License Agreement attached hereto; and

WHEREAS, the License Agreement requires that the City indemnify SPU from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's use of SPU's Property; and

WHEREAS, the License Agreement requires that the City provide a Certificate of Insurance that names SPU as an additional insured.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The City and its employees, agents, guests, invitees or contractors are authorized to enter onto SPU's Property to perform the activities described in the License Agreement attached hereto;
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto; and

City Clerk File No. Res. 15.673Agenda No. 10-E SEP 24 2015

TITLE:

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH SAINT PETER'S UNIVERSITY (LICENSOR) ALLOWING THE CITY OF JERSEY CITY TO ENTER PROPERTY OWNED BY THE LICENSOR TO USE SPACE IN THE LICENSOR'S BUILDINGS IN CONNECTION WITH THE JERSEY CITY ART AND STUDIO TOUR ON OCTOBER 3 AND 4, 2015

3. The term of the License Agreement shall be effective from Saturday, October 3, 2015 through and including Sunday, October 4, 2015.

RR
9-15-15

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Asst. Corporation Counsel

Certification Required ☐

Not Required

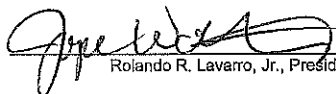
☒ **APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL		ABSENT		OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.		ABSENT	

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH SAINT PETER'S UNIVERSITY (LICENSOR) ALLOWING THE CITY OF JERSEY CITY TO ENTER PROPERTY OWNED BY THE LICENSOR TO USE SPACE IN THE LICENSOR'S BUILDINGS IN CONNECTION WITH THE JERSEY CITY ART AND STUDIO TOUR ON OCTOBER 3 AND 4, 2015

Initiator

Department/Division	Office of the Mayor	Cultural Affairs
Name/Title	Elizabeth Cain	Director
Phone/email	201-547-4303	ECain@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City will be conducting the annual Jersey City Art and Studio Tour (Tour) on October 3 and 4, 2015. The City desires to use in connection with the Tour the Fifth Floor of the Saint Peter's University (SPU) Student Building and the Art Gallery at the SPU O'Toole Library. SPU agrees to permit the City to enter onto its property for the purpose of conducting an art exhibition provided that the City executes a License Agreement that requires the City to indemnify SPU from all risk of loss and/or damage to property or injury to or death of persons arising out of the City's use of SPU's Property. The License Agreement also requires that the City provide a Certificate of Insurance that names SPU as an additional insured.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015 between Saint Peter's University (hereinafter referred to as "SPU" or "Licensor"), whose address is 2641 Kennedy Boulevard, Jersey City, New Jersey 07306 and the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or "Licensee"), whose address is 280 Grove Street, Jersey City, New Jersey 07302.

By this Agreement SPU grants permission to the Licensee and its employees, agents, guests, invitees or contractors to enter onto properties owned by SPU which are known as the Fifth Floor of the SPU Student Building and the Art Gallery at the SPU O'Toole Library (hereinafter referred to as the "premises"). Licensee is permitted to enter the premises for the purposes described in this Agreement and subject to the terms and conditions of this Agreement which are set forth below.

- a) The term of this License is for a period of two days effective Saturday, October 3, 2015 through and including Sunday, October 4, 2015.
- b) The Licensee shall be permitted to use the premises for the following activities:
 - (a) conducting an art exhibition.

Use of the premises for activities other than those listed above are permitted only upon the review and written approval of SPU.

3. The permission hereby granted for use of the premises may be revoked at any time by SPU with or without cause, by giving five (5) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the premises which occurred on or prior to the date of revocation.

4. Any damage to property owned by or under the jurisdiction of SPU resulting from or in any way arising out of the use of the premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, SPU shall have the right to make such repairs and the Licensee agrees to reimburse SPU for all costs and expenses thereof.

5. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensee's use of the premises permitted herein. The Licensee further agrees to indemnify and hold harmless SPU, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to SPU, defend

against such claims. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

6. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

7. The permission to use the premises is not intended to grant permission to use unoccupied property not under the jurisdiction of SPU, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

8. The entire agreement between SPU and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.

9. SPU officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

10. The Licensee's use of the premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.

11. SPU shall not be responsible for any loss or theft sustained by the Licensee during its use of the premises.

12. The Licensee shall provide insurance coverage to SPU indemnifying SPU from any liability in connection with the Licensee's use of the premises. Licensee will supply SPU with a copy of its insurance liability policy. The amount of the insurance shall be: Comprehensive General Liability: combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate. Worker's Compensation Insurance and Employer's Liability Insurance: with limits of liability not less than those required by law. SPU shall be named as an additional insured party on the policies. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the property shall be reported immediately to SPU.

13. The Licensee's use of the premises shall be in accordance with all applicable federal, state, county, and city laws and regulations including but not limited to health ordinances and regulations which are applicable to the intended use of the premises by the Licensee.

14. All equipment installed or used by the Licensee in connection with its use of the premises that may be removed without damage to the Licensor's premises shall be deemed

to be the property of the Licensee and shall be removed by it at the termination of the agreement. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

15. The Licensee shall provide in writing to the Licensor the name of one (1) authorized representative of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.

16. All Notices between the parties hereto shall be addressed and delivered to the following:

Licensor:

Licensee:

17. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the employees, guests, invitees, contractors or agents of Licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

18. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the premises are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

19. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

Please indicate the Licensee's acceptance of the foregoing by signing and dating the

duplicate originals hereof.

AGREED to this _____ day of _____, 2015

City of Jersey City
(Licensee)

Saint Peter's University
(Licensor)

By: _____
Robert Kakoleski
Business Administrator

By: _____

Attest: _____
Robert Byrne
City Clerk

Attest: _____

RR
9-15-15

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.674

Agenda No. 10-F

Approved: SEP 24 2015

TITLE:



RESOLUTION AUTHORIZING THE EXTENSION OF A LICENSE AGREEMENT WITH WHITE CASTLE SYSTEMS, INC. ALLOWING THE CITY OF JERSEY CITY TO ENTER PROPERTY OWNED BY WHITE CASTLE SYSTEMS, INC. TO PAINT A MURAL ON THE SIDE OF A BUILDING ADJACENT TO 2995 KENNEDY BOULEVARD, JERSEY CITY

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City ("City") implemented a Mural Arts Program as part of its Keep America Beautiful Project; and

WHEREAS, the purpose of the Mural Arts Program is to utilize the City's vast visual arts community to beautify the City and promote cultural awareness; and

WHEREAS, Resolution 15.640, approved on September 9, 2015, authorized the City to execute a License Agreement with White Castle Systems, Inc. ("White Castle") to allow the City to enter onto 2995 Kennedy Boulevard ("Property") which is owned by White Castle to paint a mural on the side of a building at 772 Newark Avenue, Jersey City that is adjacent to White Castle's Property; and

WHEREAS, the term of the License Agreement is September 10 through September 18, 2015; and

WHEREAS, because of delays in starting the painting of the mural, it is necessary to extend the term of the License Agreement through October 2, 2015.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The term of the License Agreement with White Castle that was approved by Resolution 15.640 is extended through October 2, 2015; and
2. All other terms, covenants, conditions, rights and liabilities of the parties as set forth in the License Agreement approved by Resolution 15.640 shall remain in full force and effect.

APPROVED: _____

RR
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
D.C.T. Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Roblando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXTENSION OF A LICENSE AGREEMENT WITH WHITE CASTLE SYSTEMS, INC. ALLOWING THE CITY OF JERSEY CITY TO ENTER PROPERTY OWNED BY WHITE CASTLE SYSTEMS, INC. TO PAINT A MURAL ON THE SIDE OF A BUILDING ADJACENT TO 2995 KENNEDY BOULEVARD, JERSEY CITY

Initiator

Department/Division	Office of the Mayor	Cultural Affairs
Name/Title	Elizabeth Cain	Director
Phone/email	201-547-4303	ECain@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City implemented a Mural Arts Program as part of its Keep America Beautiful Project. Resolution 15.640, approved on September 9, 2015, authorized the City to execute a License Agreement with White Castle Systems, Inc. ("White Castle") to allow the City to enter onto 2995 Kennedy Boulevard ("Property") which is owned by White Castle to paint a mural on the side of a building at 772 Newark Avenue, Jersey City that is adjacent to White Castle's Property. The term of the License Agreement is September 10 through September 18, 2015. Because of delays in starting the painting of the mural, it is necessary to extend the term of the License Agreement through October 2, 2015.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

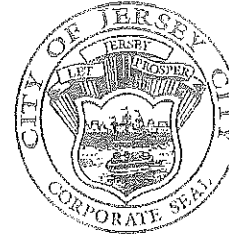
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.675

Agenda No. 10.6

Approved: SEP 24 2015

TITLE:



RESOLUTION TO GRANT 2015 SENIOR CITIZEN DEDUCTIONS ON VARIOUS PROPERTIES

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the below listed properties had filed applications for property tax deduction by person aged 65 years, or over, or permanently and totally disabled, or a surviving spouse of the age 55 years or over; and

WHEREAS, the Tax Assessor and Tax Collector agree that the deduction should be granted for the tax year 2015 in accordance with N.J.S.A. 54:4-8.40 et. seq. of the revised statutes; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the 2015 Senior Citizen deductions are granted.

TOTAL \$ 5,000.00

SEE ATTACHED LIST

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Asst. Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

15.675

SEP 24 2015

Senior Citizen Deduction First Half 2015

OWNER	BLOCK	LOT	QL	ACCT #	S1	AMT
Alfieri , Concetta	9905	11		44917	S1	\$250.00
Baksh , Pauline	9702	1	C0013	681655	S1	\$250.00
Branch , Inez	21101	76		352278	S1	\$250.00
Brito , Segundo	5007	25		82412	S1	\$250.00
Chandler , Lula	26401	22		209460	S1	\$250.00
Coleman , Benny	23202	13		489286	S1	\$250.00
Dangcil , Procerfina A.	17701	11		296079	S1	\$250.00
Ferdinandi , Rita	11904	8		256917	S1	\$250.00
Flowers , Daisy	27004	50		216820	S1	\$250.00
Iglesia , Victoria Sta.	7903	7		68445	S1	\$250.00
Josef , Soledad	6502	2	C008R	422162	S1	\$250.00
Lancia , Joan	4305	12		119966	S1	\$250.00
Li , Guang	5801	14		81729	S1	\$250.00
Lipowski , Joseph	18104	48	C0006	403956	S1	\$250.00
Perkins , Della	27201	14		594830	S1	\$250.00
Scriven , Louise	16603	30		297580	S1	\$250.00
Sheikh , Rashid	12307	7		321109	S1	\$250.00
Wong , Wah K.	26201	65		174151	S1	\$250.00

\$ 4500.00

DISABLED DEDUCTION 2015 FIRST HALF

OWNER	BLOCK	LOT	QL	ACCT#	D1	AMT
Canlas , Mel	20402	52		277012	D1	\$250.00
Scalzi , Eugene	10302	78		253088	D1	\$250.00

\$ 500.00

VETERANS DEDUCTION 2015 FIRST HALF

OWNER	BLOCK	LOT	QL	ACCT#	V1	AMT
Ali , Mohamad	18506	17		343947	V1	\$250.00
Crecco , Joseph F.	6303	1	C0B29	430009	V1	\$250.00
Miller , William	19603	21		347211	V1	\$250.00
Molee , Joseph	402	51	C0001	408542	V1	\$250.00

\$ 1000.00

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution to Grant 2015 Senior Citizen Deduction on various properties

Initiator

Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To grant qualifying senior citizens 65 years and older or permanently & totally disabled a \$ 250.00 tax deduction per year under NJSA 54:4-8, 40. All documents have been filed and approved with the Tax Assessor's Office.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

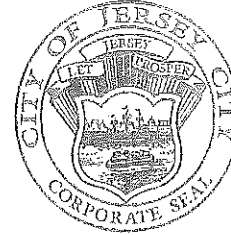
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.676

Agenda No. 10.H

Approved: SEP 24 2015

TITLE:



RESOLUTION TO GRANT 2015 VETERAN DEDUCTION ON VARIOUS PROPERTIES

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the below listed property owners have filed an application for a property tax deduction and who are citizens and residents of N.J., were honorably discharged and released under honorable circumstances from active service in a time of war in a branch of the Armed Forces of the United States; and

WHEREAS, the Tax Assessor and Tax Collector agree that the deductions should be granted for the tax year 2015, in accordance with N.J.S.A. 54:4-8.10(a) of the revised statutes; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the 2015 Veteran Deductions be granted.

Total - \$ 1,000.00

See Attached List

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Asst. Corporation Counsel

Certification Required ☐

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

16.676

SEP 24 2015

Senior Citizen

Deduction First Half 2015

OWNER	BLOCK	LOT	QL	ACCT #	S1	AMT
Alfieri , Concetta	9905	11		44917	S1	\$250.00
Baksh , Pauline	9702	1	C0013	681655	S1	\$250.00
Branch , Inez	21101	76		352278	S1	\$250.00
Brito , Segundo	5007	25		82412	S1	\$250.00
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Ferdinandi , Rita	11904	8		256917	S1	\$250.00
Flowers , Daisy	27004	50		216820	S1	\$250.00
Iglesia , Victoria Sta.	7903	7		68445	S1	\$250.00
Josef , Soledad	6502	2	C008R	422162	S1	\$250.00
Lancia , Joan	4305	12		119966	S1	\$250.00
Li , Guang	5801	14		81729	S1	\$250.00
Lipowski , Joseph	18104	48	C0006	403956	S1	\$250.00
Perkins , Della	27201	14		594830	S1	\$250.00
Scriven , Louise	16603	30		297580	S1	\$250.00
Sheikh , Rashid	12307	7		321109	S1	\$250.00
Wong , Wah K.	26201	65		174151	S1	\$250.00

\$ 4500.00

DISABLED DEDUCTION 2015 FIRST HALF

OWNER	BLOCK	LOT	QL	ACCT#	D1	AMT
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\$ 500.00

VETERANS DEDUCTION 2015 FIRST HALF

OWNER	BLOCK	LOT	QL	ACCT#	V1	AMT
Ali , Mohamad	18506	17		343947	V1	\$250.00
Crecco , Joseph F.	6303	1	C0B29	430009	V1	\$250.00
Miller , William	19603	21		347211	V1	\$250.00
Molee , Joseph	402	51	C0001	408542	V1	\$250.00

\$ 1000.00

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

Resolution to Grant 2015 Veteran Deduction on various properties.

Initiator

Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To grant qualifying veterans who have served during a time of war in a branch of the Armed Forces of the United States a \$250.00 tax deduction per year as permitted under state statute NJSA 54: 4-8.10. All documents have been filed and approved with the Tax Assessor's Office.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

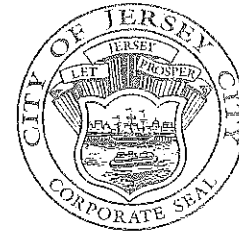
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-677

Agenda No. 10.1

Approved: SEP 24 2015

TITLE:



RESOLUTION AUTHORIZING THE THIRD AMENDMENT TO THE SOLAR POWER ENERGY SERVICES AGREEMENT

WHEREAS, pursuant to Resolution No. 14.255 adopted on April 9, 2014, the City of Jersey City (the "City") authorized the acceptance of Hudson Energy Solar Corporation as its power provider ("SunEdison" or "Power Provider") for the new Jersey City Municipal Services Complex, located at 13 Linden Ave., Jersey City, New Jersey, and authorized the entry of a power purchase agreement a/k/a Solar Power Energy Services Agreement dated as of August 9, 2014, as amended by that certain First Amendment to Solar Power Energy Services Agreement, dated December 17, 2014, and that certain Second Amendment to Solar Power Energy Services Agreement, dated February 10, 2015 ("SPESA") by and among the Power Provider, the Hudson County Improvement Authority ("HCIA") and the City (the "Parties"); and

WHEREAS, a recent rule change by the regional transition operator, PJM, which covers New Jersey and fifteen other U.S. States, no longer permits behind the meter storage as originally presented in the Solar RFP; and

WHEREAS, such change was made to be effective retroactively against projects already in place, and would prevent interconnection of the backup battery system proposed in the Solar RFP; and

WHEREAS, despite some progress over the last few months, resolution of the battery backup system issue caused SunEdison some delay in the project and therefore SunEdison seeks an extension of time until May 2016 to complete the project; and

WHEREAS, in light of the removal of the battery backup system, SunEdison has offered to reduce the power purchase rate ("PPA rate") from its original price of \$ \$0.0979 to \$0.0925, resulting in significant cost savings to the City over the term of the contract; and

WHEREAS, SunEdison filed for zoning approval from the City on May 11, 2015 and was approved on May 28, 2015; and

WHEREAS, SunEdison filed for building permits on May 28, 2015 and is awaiting final approval; and

WHEREAS, SunEdison is anticipating to award the contract for its engineering, procurement and construction company ("EPC") by the end of the year; and

WHEREAS, Sun Edison is also working with HCIA on finalizing the terms of the Project Labor Agreement ("PLA"); and

WHEREAS, the Parties wish to clarify the aforementioned changes to the project and make coinciding amendments to the SPESA; and

WHEREAS, this Third Amendment to Solar Power Energy Services Agreement (the "Third Amendment"), attached hereto in substantially final form as **Exhibit A**, amends the SPESA as agreed to by both Parties;

WHEREAS, the Power Provider and the HCIA agree to execute the Third Amendment.

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

City Clerk File No. Res. 15.677Agenda No. 10. I

TITLE:

**RESOLUTION AUTHORIZING THE THIRD AMENDMENT TO THE
SOLAR POWER ENERGY SERVICES AGREEMENT**

- 1) The SPESA is amended as set forth in the Third Amendment, attached hereto; and
- 2) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Third Amendment, attached hereto; and
- 3) The term of the Third Amendment shall be as set forth in therein and in the SPESA, effective upon execution of the Third Amendment by City officials.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Asst. Corporation Counsel


Certification Required ☐Not Required ☒**APPROVED 7-0****RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15**

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council



 Robert Byrne, City Clerk

EXHIBIT A

THIRD AMENDMENT TO SOLAR POWER ENERGY SERVICES AGREEMENT

This Third Amendment to Solar Power Energy Services Agreement, dated as of September __, 2015 (this "**Amendment**"), amends that certain Solar Power Energy Services Agreement dated as of August 9, 2014 (the "**SPESA**") by and between Hudson Energy Solar Corp. ("**Power Provider**") and the City of Jersey City ("**Host**"), as amended by that certain First Amendment to Solar Power Energy Services Agreement, dated December 17, 2014, and that certain Second Amendment to Solar Power Energy Services Agreement, dated February 10, 2015. Power Provider and Host are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**". Capitalized terms not defined herein shall have the definitions assigned to them in the SPESA.

RECITALS

WHEREAS, pursuant to Section 15.4 of the SPESA, the Parties wish to amend the SPESA as set forth herein.

NOW, THEREFORE, in consideration of the premises, and of the mutual obligations undertaken in this Amendment, the Parties, intending to be legally bound, hereby agree as follows:

1. Extension of Commercial Operation Date. The penultimate sentence of Section 4.1(e) of the SPESA is hereby amended and restated in its entirety as follows:

"Power Provider shall cause the Commercial Operation Date to occur no later than May 9th, 2016."

2. Revision of Price.

(a) The second sentence of Section 2.2 of the SPESA is hereby amended by deleting "\$0.0979" and replacing the foregoing with "\$0.0925".

(b) Exhibit D: Pricing of the SPESA is hereby amended by deleting "First Year PPA kwh rate: \$0.0979" and replacing the foregoing with "First Year PPA kwh rate: \$0.0925".

3. Removal of Battery Backup System.

(a) The fifth WHEREAS clause of the SPESA is hereby amended by deleting the word "batteries" contained therein.

(b) The sixth WHEREAS clause of the SPESA is hereby amended by deleting the words "Battery Backup Services" contained therein.

(c) Section 2.6 of the SPESA is hereby amended by deleting the words "as well as provide Backup Battery Services during grid outage events" contained therein.

(d) Section 2.12 of the SPESA is hereby amended by deleting the clause "inclusive of the battery storage system" contained therein.

(e) Section 7.1 of the SPESA is hereby amended by deleting all occurrences of the words “and/or the Battery System” contained therein.

(f) Exhibit B to the SPESA is hereby amended by deleting the entire section titled “Description of Battery System” contained therein.

(g) Exhibit C to the SPESA is hereby amended as follows:

(i) the definition of “Battery Backup Services” is hereby deleted;

(ii) the definition of “Battery System” is hereby deleted;

(iii) the definition of “Power Provider Services” is hereby amended by deleting the clause “emergency back-up power,” contained therein; and

(iv) the definition of “System” is hereby amended by deleting the clause “battery back-up system,” contained therein;

4. Except as expressly amended hereby, the terms of the SPESA remain in full force and effect and are hereby ratified and confirmed in all respects, except that, upon and after the effectiveness of this Amendment, each reference in the SPESA to the “Agreement”, “hereunder”, “hereof” or words of like import shall mean and be a reference to the SPESA, as amended by this Amendment.

5. Each Party hereby represents and warrants to the other Party that (i) the execution and delivery of this Amendment and the performance by such Party of its obligations hereunder have been duly authorized by all requisite action on the part of such Party and such Party has the full legal power to execute, deliver and perform the terms of this Amendment and the SPESA as amended hereby; (ii) no consent or approval of any Person is required in connection with the execution, delivery or performance by such Party of this Amendment except such as have already been obtained and remain in full force and effect; and (iii) this Amendment has been duly executed and delivered by such Party, and (assuming due authorization, execution and delivery by the other Party hereto) this Amendment constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms except as limited by applicable bankruptcy and insolvency laws and general equitable principles.

6. This Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single amendment. This Amendment may be duly executed and delivered by a Party by execution and facsimile or electronic, “pdf” delivery of the signature page of a counterpart to the other Parties, and any such delivery shall be effective as delivery of a manually executed counterpart to this Amendment.

7. This Amendment constitutes the entire agreement among the Parties relating to the subject matter hereof and may not be modified or amended orally but only by a writing signed by all of the Parties hereto in accordance with the SPESA.

8. Section 15.8 (Governing Law/Disputes) of the SPESA is hereby incorporated into this Amendment by reference *mutatis mutandis*.

The Parties have executed the foregoing Amendment and intend that it become effective and binding from and after the date of its execution.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Amendment, effective as of the date first written above.

HOST:

The City of Jersey City

By: _____

Name: _____

Title: _____

Date: _____

ADMINISTRATOR:

Hudson County Improvement Authority

By: _____

Name: _____

Title: _____

Date: _____

PROVIDER:

Hudson Energy Solar Corp.

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE THIRD AMENDMENT TO THE SOLAR POWER ENERGY SERVICES AGREEMENT

Initiator

Department/Division	Business Administration	Architecture, Engineering, Traffic & Transportation
Name/Title	Brian Weller	Director
Phone/email	(201) 547-5900	WellerB@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To amend the solar agreement with SunEdison to reflect that pursuant to a rule change the battery back-up system will be removed from the project, SunEdison will have an extension of time, and the City's power purchase agreement rate will be reduced.

I certify that all the facts presented herein are accurate.



Signature of Department Director

9.14.15

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.678

Agenda No. 10.7

Approved: SEP 24 2015

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY TO REPROGRAM REMAINING FY2008 EMERGENCY SHELTER GRANT (ESG) FUNDS

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, on May 14, 2008 the Municipal Council adopted Resolution Nos. 08-331 authorizing the acceptance and execution of HUD entitlement grants for CDBG, ESG, HOPWA, HOME, and ADDI and authorizing program contracts under the HUD entitlement programs for program year April 1, 2008 through March 31, 2009; and

WHEREAS, the City of Jersey City is desirous of re-allocating unexpended FY 2008 ESG funds allocated to the agency below as described in Exhibit A; and

WHEREAS, it is in the best interest of the City to award funds as detailed in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Mayor or Business Administrator is hereby authorized to execute agreements with subrecipients and subgrantees identified in Exhibit A and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development (DCD).

BE IT FURTHER RESOLVED, that subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

EXHIBIT A

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY TO REPROGRAM REMAINING FY2008 EMERGENCY SHELTER GRANT (ESG) FUNDS

Emergency Solutions Grant (ESG) FY 2008

FY 2008 Agency:

Catholic Charities Archdiocese of Newark
590 North 7th St. Newark, NJ 07107

FY 2008 Purpose:

Funding for emergency shelter operations at Hope House, family shelter

Reprogrammed Agency:

Catholic Charities Archdiocese of Newark
590 North 7th St. Newark, NJ 07107

Reprogrammed Purpose:

Funding for continued emergency shelter operations at Hope House, family shelter

Project	Project Address	Amount	Account	PO
Catholic Charities Archdiocese Newark – Hope House	246 2 nd St, Jersey City, NJ 07302	\$59,790.00	49-200-56-902-920	118384

City Clerk File No. Res. 15-678Agenda No. 10.J SEP 24 2015

TITLE:

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$59,790.00 are available in the above mentioned accounts. PO 118384

Donna Mauer
Donna Mauer
Chief Financial Officer

APPROVED: [Signature]
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Asst. Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL		ABSENT		OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.		ABSENT	

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY TO REPROGRAM REMAINING FY2008 EMERGENCY SHELTER GRANT (ESG) FUNDS

Project Manager

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	x5304	CGandulla@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Funding continued emergency shelter operations at Catholic Charities of the Archdiocese of Newark's Hope House, Family Shelter. **Allocate \$59,790.00 from additional FY2008 ESG funds.**

Cost (Identify all sources and amounts)

GRANT FUNDS

Contract term (include all proposed renewals)

April 1, 2015 – October 31, 2015

Type of award

If "Other Exception", enter type

EMERGENCY SHELTER GRANT (ESG) FY 08

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

9/11/15

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.679

Agenda No. 10.K

Approved: SEP 24 2015

TITLE:

**AMENDING RESOLUTION TO 15.169;
AN AGREEMENT WITH TELECOM INTEGRITY GROUP**



**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING
RESOLUTION:**

WHEREAS, additional monies are necessary to fund the monthly charges and commissions for telecommunications billing audit services provided by **TELECOM INTEGRITY GROUP**; and

WHEREAS, **TELECOM INTEGRITY GROUP**, the original contractor, has agreed to deliver the required services in accordance with the specifications of the IT Division; and

WHEREAS, the additional amount necessary is \$31,000.00, bringing the total contract amount to \$100,000.00

NOW THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that :

1. The Mayor and/or Business Administrator be authorized to amend the contract with **TELECOM INTEGRITY GROUP** increasing the dollar amount by \$31,000.00 to a contract total of \$100,000.00
2. A copy of this resolution shall be printed in a newspaper of general circulation within the City of Jersey City, within ten (10) days of passage of this resolution.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer,
hereby certify that these funds are available for this expenditure in
Account Number: **01-201-31-435-314** for payment of the above Resolution.

Administration Department

Account No. : **01-201-31-435-314**

P.O. # **116382**

Amt. **\$100,000.00**

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]
Asst. Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 5-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>9-24-15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		LAVARRO	ABSENT		
KHEMRAJ	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO		✓		COLEMAN	✓			RIVERA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando Lavarro, President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

AMENDING RESOLUTION TO 15.169;
AN AGREEMENT WITH TELECOM INTEGRITY GROUP

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	DP Coordinator
Phone/email	201-547-4274	bobm@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Contract for telecommunications consulting services. Additional funding is necessary to pay vendor commissions for savings found in City telephone bills.

Cost (Identify all sources and amounts)

IT operating budget, additional \$31,000 to bring PO total to \$100,000.00

Contract term (include all proposed renewals)

One year


Type of award

EUS contract

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

9-9-15
Date


Signature of Purchasing Director

9/15/15
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.169

Agenda No. 10.Z

Approved: MAR 11 2015



TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT
WITH TELECOM INTEGRITY GROUP FOR
TELECOMMUNICATIONS CONSULTING SERVICES AS AN
EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT**

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, funds must be allocated for telecommunications consulting services involving telephone bill auditing, telephone service contract negotiation, arbitration of telephone billing disputes as well as other services; and

WHEREAS, **TELECOM INTEGRITY GROUP** has agreed to provide the goods and services specified as necessary by the Division of Information Technology; and

WHEREAS, the anticipated funding required is Four Thousand (\$4,000) Dollars per month, Forty Eight Thousand (\$48,000.00) Dollars per year of which Seventeen Thousand (\$17,000.00) Dollars will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 4A:4-1 et seq.

WHEREAS, funds in the amount of \$17,000.00 are available in Acct. No. 01-201-31-435-314

WHEREAS, the Data Processing Coordinator of the Division of Information Technology has certified that these services qualify as an Extraordinary Unspecifiable Services contract (EUS) under the Local Public Contracts Law, N.J.S.A. 40A: 11-1 et seq.; and

WHEREAS, the Resolution authorizing the award and the contract itself must be available for public inspection; and

WHEREAS, the Data Processing Coordinator of the Division of Information Technology has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, **TELECOM INTEGRITY GROUP** has completed and submitted a Business Entity Disclosure Certification which certifies that **TELECOM INTEGRITY GROUP** has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year and that the contract will prohibit **TELECOM INTEGRITY GROUP** from making any reportable contributions during the term of the contract; and

WHEREAS, **TELECOM INTEGRITY GROUP** has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, **TELECOM INTEGRITY GROUP** has submitted it's Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008.

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT
WITH TELECOM INTEGRITY GROUP FOR
TELECOMMUNICATIONS CONSULTING SERVICES AS AN
EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that a contract in the amount of \$48,000 is awarded to **TELECOM INTEGRITY GROUP** to provide the City of Jersey City with various telecommunications consulting services and subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in substantially the form of the attached; and

BE IT FURTHER RESOLVED, that the term of the contract shall be one year; and

BE IT FURTHER RESOLVED, that upon certification by an official of employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq; and

BE IT FURTHER RESOLVED, the contract is awarded without competitive bidding as an Extraordinary Unspecifiable Services (EUS) contract in accordance with N.J.S.A. 40A:11-5 (1) (a)(ii) of the Local Public Contracts Law because of the reasons stated in the certification attached hereto; and.

BE IT FURTHER RESOLVED, this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq; and

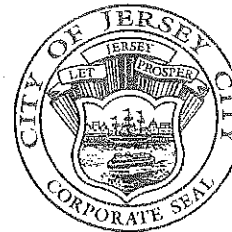
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.680

Agenda No. 10.1

Approved: SEP 24 2015

TITLE:



RESOLUTION AUTHORIZING A NEGOTIATED CONTRACT PURSUANT TO N.J.S.A. 40:A11-5(3) WITH LIBERTY LANDING MARINA FOR THE SUPPLY OF MARINE DIESEL AND GASOLINE FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF FIRE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City ("City") prepared bid specifications for the Supply of Marine Diesel and Gasoline for the Department of Public Safety/Division of Fire and advertised for bids on three occasions; and

WHEREAS, on all three occasions, the City did not receive bids responsive to the specifications; and

WHEREAS, pursuant to the provisions of N.J.S.A. 40:A:11-5(3), the City negotiated a contract with Liberty Landing Marina, 80 Audrey Zapp Drive, Jersey City, NJ 07305, the only marina able to provide Marine Diesel and Gasoline 24 hours a day; and

WHEREAS, Liberty Landing Marina agrees to Supply Marine Diesel and Gasoline at a discount of 3% on all invoices; and

WHEREAS, the award of a negotiated contract pursuant to N.J.S.A. 40A:11-5(3) requires a two-thirds affirmative vote of the authorized membership of the governing body; and

WHEREAS, the Marine Diesel and Gasoline price will be based on the discount from the low price for the Newark, New Jersey terminal point posted in the Journal of Commerce on the delivery date; and

WHEREAS, Liberty Landing Marina agrees to supply Marine Diesel and Gasoline for a total contract amount not to exceed Sixty Thousand (\$60,000.00) Dollars; and

WHEREAS, the City is acquiring these goods directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Department of Public Safety has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, Liberty Landing Marina has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to the political or candidate committees in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit it from making any reportable contributions during the term of the contract; and

WHEREAS, Liberty Harbor Marine Services submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract;

WHEREAS, Liberty Harbor Marina Services has submitted its Certification of Compliance with the City's Contractor Play-to-Play Reform Ordinance 08-128 adopted on September 3, 2008.

WHEREAS, funds for this contract are available in Account No. 01-201-25-265-208; and

(continued page 2)

City Clerk File No. Res. 15.680Agenda No. 10.1 SEP 24 2015

TITLE: RESOLUTION AUTHORIZING A NEGOTIATED CONTRACT PURSUANT TO N.J.S.A 40:A11-5(3) WITH LIBERTY LANDING MARINA SERVICES FOR THE SUPPLY OF MARINE DIESEL AND GASOLINE FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF FIRE

NOW, THEREFORE, BE IT RESOLVED, by the municipal council of the City of Jersey City that:

- 1) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Purchasing Agent is authorized to prepare an agreement for the Supply of Marine Diesel and Gasoline.
- 2) The Mayor or Business Administrator is authorized to execute a one year contract for the Supply of Marine Diesel and Gasoline for a total amount of Sixty Thousand (\$60,000.00) Dollars.
- 3) This contract is awarded as a negotiated contract pursuant to the provisions of N.J.S.A 40A:11-5(3). The terms and conditions of this negotiated contract are substantially the same as the bid specifications advertised by the City with the exception of the following minor amendments/modifications:
 - a) Less total gallons of marine Diesel and Gasoline.
- 4) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
- 5) The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A 10:5-31 et seq.
- 6) The Business Entity Disclosure Certification, Chapter 271 Political Contributions Disclosure Certification, Certification of Compliance with the City's Contractors Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated hereto by reference shall be placed on file with this resolution.

I, Donna Mauer Donna Mauer, Chief of Financial Officer, hereby certified that funds are available for the payment of this resolution in account No. 01-201-25-265-208 P.O. # 118351

Approved by Peter Folgado, RPPS
for Peter Folgado, Director of Purchasing, RPPS, QPA

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A NEGOTIATED CONTRACT PURSUANT TO N.J.S.A. 40:A11-5(3) WITH LIBERTY LIBERTY LANDING MARINA SERVICES FOR THE SUPPLY OF MARINE DIESEL AND GASOLINE FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF FIRE

Project Manager

Department/Division	Public Safety	Fire
Name/Title	Jerome Cala	Assistant Director
Phone/email	201-547-4239	jcala@njcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provide fuel for the three marine units of the Fire Division so that the marine units can provide port security and fire protection for the harbor in and around Jersey City.

Cost (Identify all sources and amounts)

Operating
01 201 25 265 208 \$60,000

Contract term (include all proposed renewals)

One year

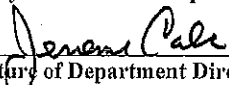
Type of award

Negotiated contract

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/9/15
Date



New Jersey Division of Revenue

Revenue NJRGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1603066 FOR SWC OPERATING CO. II, LLC IS VALID.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SWC OPERATING CO. II, LLC

Trade Name:

Address: 80 AUDREY ZAPP DRIVE
JERSEY CITY, NJ 07305-4127

Certificate Number: 1603066

Effective Date: November 26, 2010

Date of Issuance: July 10, 2013

For Office Use Only:

20130710142353177

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that LIBERTY LANDING MARINA (name of business entity) has not made any reportable contributions in the **one-year period preceding 9/1/2015 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract LIBERTY LANDING MARINA (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: LIBERTY LANDING MARINA

Signed Todd Frankhouser

Title: GM

Print Name: TODD FRANKHOUSER

Date: 9/2/2015

Subscribed and sworn before me
this 2nd day of Sept, 2015

My Commission expires: June 28, 2016

**KEITH A. BUDHOO
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 28, 2016**

Todd Frankhouser

(Affiant)

Todd FRANKHOUSER - GM

(Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26


This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	LIBERTY LANDING MARINA		
Address:	80 AUDREY ZAPP DRIVE		
City:	JERSEY CITY	State:	NT
		Zip:	07305

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

form.

 TODD FRANKHOUSER GM
Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Wattenman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
☐ Limited Liability Corporation
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
N/A	N/A

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity:
 Signed: [Signature] Title: GM
 Print Name: JASON FRANK ROUSSE Date: 9/2/2015

Subscribed and sworn before me this <u>2nd</u> day of <u>SEPTEMBER</u> , 20 <u>15</u> . My Commission expires: <u> </u>	KEITH A. BUDHOO NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES JUNE 28, 2016	<u>[Signature]</u> (Affiant) <u>Keith Budhoo - Asst</u> Print name & title of affiant (Corporate Seal)
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AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Liberty Landing Marina

SIGNATURE: Todd Frankhouser DATE: 9/16/15

PRINT NAME: Todd Frankhouser TITLE: Owner
AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@onj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract/compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

RON TENEVYCK

Representative's Signature:

Name of Company:

LIBERTY LANDING MARINA

Tel. No.:

201 985 8000

Date:

4/23/15

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereinafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print) _____

Representative's Signature _____

Name of Company _____

Cell No. _____

201 985 5000

Date _____

4/23/15

State of New Jersey
Division of Public Contracts Equal Employment Opportunity Compliance
EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input checked="" type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY. <div style="text-align: center; font-size: 1.2em;">38</div>
4. COMPANY NAME SLC OPERATING CO II LLC, dba Liberty Landing Marina		
5. STREET 80 AUDREY ZAPP DRIVE		
CITY Jersey City		
COUNTY NT		
STATE NT		
ZIP CODE 07305		
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) SUNTEX WATERFRONT MGT		
CITY Dallas		
STATE TX		
ZIP CODE 75252		
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY		
COUNTY		
STATE		
ZIP CODE		

Official Use Only	DATE RECEIVED	INAGU DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB Categories	PERMANENT MINORITY/NOH-MINORITY EMPLOYEE BREAKDOWN													
	All Employees		MALE						FEMALE					
	Total (Col 2 & 3)	COL 2 MALE	COL 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min	
Officials/Managers	2	2						2						
Professionals														
Technicians	9	8	1		1			7					1	
Sales Workers														
Office & Clerical	6	3	3				1	2	1				2	
Craftworkers (Skilled)														
Operatives (Semi-Skilled)	10	10		2	5			3						
Laborers (Unskilled)	10	8	2	8					2					
Service Workers														
Total														
Total employment From previous Report (if any)														
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?

PAYROLL

13. DATES OF PAYROLL PERIOD USED

FROM: 4/1/2014 TO: 4/1/2015

14. IS THIS THE FIRST
Employee Information
Report Submitted?☐ YES ☒ NO15. IF NO, DATE LAST
REPORT SUBMITTED

1/16/15

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) KEITH BUDHOO	SIGNATURE <i>Keith Budhoo</i>	TITLE ASST. CONTROLLER	DATE 4/23/15
17. ADDRESS NO. & STREET 80 AUDREY ZAPP DRIVE			
CITY Jersey City			
COUNTY NT			
STATE NT			
ZIP CODE 07305			
PHONE, AREA CODE, NO. 201 985 8000			

I certify that the information on this form is true and correct.



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT: FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. PUB. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE

3. COMPANY NAME
SWC OPERATING CO. II, LLC, DBA LIBERTY LANDING MARINA

4. STREET CITY COUNTY STATE ZIP CODE
80 AUBREY ZAPP DR. JERSEY CITY NJ 07305

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE
☐ 1. Lost Certificate ☐ 2. Damaged ☐ 3. Other (Specify)

BIA REQUESTED

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR
KEITH BUSHOO *[Signature]* **ASST. CONTROLLER** **4 23 15**

7. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO. & EXTENSION)
80 AUBREY ZAPP DRIVE JERSEY CITY NJ 07305

I certify that the information on this form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE	DIVISION OF REVENUE/ID #

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company, include City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Tranton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
Division of Contract Compliance & Equal Employment Opportunity
VENDOR ACTIVITY SUMMARY REPORT

☐ NEW BIDS ☐ PROMOTIONS ☐ TRANSFERS ☐ TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____

DATES OF PAYMENT PERIOD USED: FROM _____ TO _____

NAME OF FACILITY: _____

Liberty Landing Marina
80 Audrey Zap Drive
Versey City NJ 07305
County State ZIP Code

JOB	MALE					FEMALE				
	White	Black	Hispanic	Am Indian	Asian	Non-Wh	Total	Black	Hispanic	Am Indian
MANAGERS	2					2				
PROFESSIONALS										
TECHNICIANS	9		1			7	1			
SALES WORKERS										
OFFICE & CLERICAL	3				1	2	3	1		
CRAFTWORKERS										
OPERATIVES	10	2	5			3				
LABORERS	8	8					2	2		
SERVICE WORKERS										
UNEMPLOYED										

I certify that the information on this form is true and correct.
NAME OF PERSON COMPLETING FORM (Print or Type): _____
TITLE: _____ SIGNATURE: _____

DATE SUBMITTED

Bubba Keith

4/23/15

ADDRESS (NO. & STREET)

(CITY)

(STATE)

(ZIP)

PHONE (AREA CODE, NO., EXTENSION)

80 Audrey Zap Drive Versey City NJ 07305 201 965-8000

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name :

LIBERTY LANDING MARINA

Address :

80 ALDREY ZAPP DRIVE

Telephone No. :

201 985 8000

Contact Name :

Keith Budino

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.681

Agenda No. 10.M

Approved: SEP 24 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised bids for **Janitorial Services** for the **Department of Public Works/Building & Street Maintenance** pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Ten (10) Bids**, the first and second lowest bidders, **Best Cleaning Building Services** and **Beatty's Services Inc.**, requested in writing that their bids be withdrawn, therefore the next lowest bidder being that from **Temco Building Maintenance, One Madison Street, Bldg D, East Rutherford, NJ 07073** in the total bid amount of **Nine Hundred Ninety Nine Thousand, Forty Four (\$999,044.00) Dollars**; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the contract shall be for a period of one (1) year and the City reserves the right to extend the contract for two (2) additional 1 year terms pursuant to specifications and bids thereon; and

WHEREAS, the sum of **Nine Hundred Ninety Nine Thousand, Forty Four (\$999,044.00) Dollars** are available in **Operating Acct #01-201-26-291-314**; and

Department of Public Works/Building & Street Maintenance

Acct No.	P.O. #		Amount
01-201-26-291-314	118350	Temp. Encumb	\$200,000.00
		Total Contract	\$999,044.00

WHEREAS, the funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Temco Building Maintenance**, be accepted and that a contract be awarded to said company in the above amount, and the City's Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

City Clerk File No. Res. 15.681Agenda No. 10.M SEP 24 2015**TITLE: RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE**

RESOLVED, this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account shown below

Department of Public Works/Building & Street Maintenance

Acct No.	P.O. #		Amount
01-201-26-291-314	118350	Temp. Encumb	\$200,000.00
		Total Contract	\$999,044.00

Approved by Peter Folgado, PPPS
for Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pc
9/11/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Paul Rella
Asst. Corporation Counsel

Certification Required ☒Not Required ☐**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH TEMCO BUILDING MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

Project Manager

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	Richard Freda	Custodial Director
Phone/email	201-547-4432 / 201-655-8144	richard@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- ❖ The purpose of this resolution is to provide janitorial services, floor care and blood cleanup Citywide.
- ❖ For twenty (20) locations (see attached for list)

Cost (Identify all sources and amounts)

01-201-26-291-314 (Operating Account)
Contract Amount = \$999,044.00
Temporary Encumbrance = \$200,000.00

Contract term (include all proposed renewals)

November 1, 2015 to October 31, 2016
The City has two (2) one (1) year options to exercise.

Type of award Public Bid

If "Other Exception", enter type

Additional Information

The first and second lowest bidders, Best Cleaning Building Services and Beatty's Services Inc., requested in writing that their bids be withdrawn.

I certify that all the facts presented herein are accurate.

 9/16/15
Signature of Department Director Date

Signature of Purchasing Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803



MARK REDFIELD
DIRECTOR

MEMORANDUM

Date: September 9th, 2015
To: Peter Folgado, Purchasing Director
From: Mark Redfield, DPW Director
Subject: Recommendation Letter (Janitorial Services Citywide)

Please be advised, after a careful and thorough review of bids received for janitorial services on July 7th, 2015, I recommend that the contract be awarded to:

TEMCO BUILDING MAINTENANCE
417 FIFTH AVENUE, 9TH FLOOR
NEW YORK, NY 10016

Total contract Amount = \$999,044.00
Temp. Encumbrancy = \$200,000.00

Please proceed and utilize the following requisition listed below. Kindly draft the awarding resolution for the September 24th Council meeting.

REQ #	ACCOUNT NUMBER	AMOUNT
0170116	01-201-26-291-314 (operating account)	\$200,000.00

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

MR/sb


Mark Redfield, DPW Dir

C: Raquel Tosado, Contracts Manager
John McGrath, Buildings and Street Maintenance Director
Richard Freda, Director of Custodial Services
Zakia Gregory, Asst. Supervisor of Accounts, Fiscal Office
Paola Campbell, Purchasing Assistant

BID FORM

The City of Jersey City reserves the right to make the Contract award on a lump sum basis or to make partial contract awards based on lowest unit prices. All scope of work referenced in these bid specifications must be included in the below bid amount prices. All labor hours and personnel requirements must be bid exactly as indicated in this Bid Form. Any bids which have altered labor hours, personnel requirements, material or equipment, as indicated in this Bid Form, shall be rejected. Rates shall include healthcare and related benefits (at the amounts required by Chapter 3, Article VI, Section 3-51G of the City Code), training and any other costs, and Vendor must demonstrate such cost breakdown by completion of Appendix D.

TABLE A

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
1. CITY HALL 280 GROVE ST. 98 OFFICES, & 14 BATHROOMS	4	YES	YES	96,790	<u>Mon - Fri</u> 3 FULL-TIME EMPLOYEES. HOURS 7AM-3PM	\$ 148,788
2. NORTH DISTRICT 284 CENTRAL AVE. 12 OFFICES, 4 BATHROOMS, 1 CLASSROOM, & 1 LOCKER ROOM	4	NO	YES	4946	<u>Mon-Fri</u> 1 FULL-TIME EMPLOYEE HOURS 8AM-12PM (North Dist.)	\$ 30,264
3. JOSEPH CONNORS SENIOR CENTER 28 PATERSON ST.	3	NO	YES	9570	SAME EMPLOYEE AS ABOVE 1PM- 4PM	\$ 21,468

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
4. SOUTH DISTRICT 191 BERGEN AVE. 6 OFFICES, 4 BATHROOMS, & 1 LOCKER ROOM	2	YES	YES	6536	<u>Mon-Fri</u> 1 FULL TIME EMPLOYEE HOURS 8AM-12PM (SOUTH DIST)	\$ 30,468
5. MAUREEN COLLIER MEMORIAL SENIOR CITIZEN 355 BERGEN AVE. 1 OFFICE, 2 BATHROOMS, 1 GAME ROOM, 1 ARTS & CRAFT ROOM, 1 MULTI-PURPOSE ROOM, & 1 KITCHEN	1	YES	YES	9570	SAME EMPLOYEE AS ABOVE 1PM-4PM	\$ 21,444
6. EAST DISTRICT 207 7 TH STREET 13 OFFICES, 5 BATHROOMS, & 1 LOCKER ROOM	4	NO	YES	11,605	<u>Mon-Fri</u> 1 FULL TIME EMPLOYEE HOURS 8AM- 12PM (EAST DISTRICT)	\$ 30,732
7. FIRE HEADQUARTERS 465 MARIN BLVD. 18 OFFICES, 1 CAFETERIA, & 1 CONFERENCE ROOM	2	YES	YES	21,868	SAME EMPLOYEE AS ABOVE 1PM-4PM (FIRE HEADQUARTERS)	\$ 22,188

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
8. NEW WEST DISTRICT PRECINCT BUILDING SITE LOCATED 76 CLINTON AVE. 9 OFFICES, 11 BATHROOMS, & 13 LOCKERS	3	YES	YES	29,000	<u>Mon - Fri</u> 1 FULL-TIME 7AM-3PM	\$ 54,516
9. MUNICIPAL COURT & VIOLATIONS 365 SUMMIT AVE. 38 OFFICES, 13 BATHROOMS, 6 COURTROOMS, 3 STORAGE AREAS, 2 LOCKER ROOMS, 5 HOLDING CELLS WITH COMMODES, 1 ATRIUM, & 1 LUNCH ROOM	3	YES	YES	75,000	<u>Mon - Fri</u> 2 FULL-TIME EMPLOYEES HOURS 7AM-3PM	\$ 100,704
10. CAVEN POINT RECREATION FACILITY 1 CHAPEL AVE. 5 OFFICES, & 6 BATHROOMS	2	YES	YES	10,488	<u>Mon - Fri</u> 1 PART-TIME EMPLOYEE HOURS 8AM-12PM	\$ 23,436

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
11. 1 JOURNAL SQUARE 15 BATHROOMS	2 (3 & 4)	NO	NO	25,700	<u>Mon- Fri</u> 1 FULL-TIME EMPLOYEES HOURS 8AM-4PM	\$ 48,732
12. HUB (Commerce Division) 360 M.L.K. DR. 1 OFFICE, & 1 BATHROOM	1	NO	YES	1200	<u>Mon - Fri</u> 1 FULL-TIME EMPLOYEE HOURS 8AM-10:30AM	\$ 18,129
13. PUBLIC SAFETY DIRECTOR 365 1 OFFICE & 1 BATHROOM	1	NO	YES	800	SAME EMPLOYEE AS ABOVE 10:30-11:30AM	\$ 6,133
14. JUVENILE BUREAU 130 CATOR AVE. 4 OFFICES, & 3 BATHROOMS	2	NO	YES	2150	SAME EMPLOYEE AS ABOVE 12:30PM-2PM	\$ 13,487
15. 100 CORNELISON AVE. 3 TRAILERS, 2 BATHROOMS, & 1 LOCKER ROOM	1	YES	YES	3,000	SAME EMPLOYEE AS ABOVE HOUR 2PM-4PM	\$ 14,721

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
16. PUBLIC SAFETY COMMUNICATION CENTER 73-85 BISHOP STREET (LEED CERTIFIED BUILDING) 12 OFFICES, 2 BATHROOMS, 2 LOCKER ROOMS, & 1 CONFERENCE ROOM <u>2ND FLOOR</u> 15 OFFICES, 2 BATHROOMS, 2 LOCKER ROOMS, & 1 LARGE DISPATCH ROOM	2	YES	YES	25,500	<u>Mon - Fri</u> 1 PART-TIME EMPLOYEE HOURS 7AM-11AM 1 FULL-TIME EMPLOYEE HOURS 12PM-8PM WEEKEND HOURS SAT. & SUN 8AM-10AM	\$ 76,740
17. PURCHASING OFFICE 394 CENTRAL AVE. 1 OFFICE 2 BATHROOMS	1	NO	NO	2,600	<u>Mon - Fri</u> 1 PART-TIME (2 HOURS)	\$ 13,788
18. HEALTH AND HUMAN SERVICES 199 SUMMIT AVE. 24 OFFICES 22 BATHROOMS	1	YES (NOT ON CAMPUS)	NO	28,000	<u>MON - FRI</u> 2 FULL-TIME 1 EMPLOYEE 7AM-3PM 1 EMPLOYEE 8AM-4PM	\$ 98,064

LOCATION	NUMBER OF FLOORS	PARKING LOT	SIDE WALK	SQUARE FOOTAGE	REQUIRED PERSONNEL	BID AMOUNT
19. MUNICIPAL SERVICES COMPLEX (NEW DPW COMPLEX; LEED CERTIFIED BUILDING) 13-15 E. LINDEN AVE. 33 OFFICES, 21 BATHROOMS, & 4 LOCKER ROOMS	3	YES	YES	120,706	<u>Mon - Fri</u> 3 FULL-TIME 1 FULL-TIME 7AM-3PM 2 FULL-TIME 8AM-4PM	\$ 149,532
20. LIBERTY STORAGE BUILDING 13-15 E. LINDEN AVE. 3 BATHROOMS	2	NO	YES (entrance)	1st Floor 500 2nd Floor 5,000	<u>Mon - Fri</u> 1 FULL-TIME EMPLOYEE 7AM-3PM	\$ 48,816

SITE LISTED BELOW ARE FOR DESIGNATED FLOOR CARE ONLY

STRIP & WAX QUARTERLY

BUFF FLOORS BI-WEEKLY

SHAMPOO CARPETS SEMI-ANNUALLY

LOCATION:	FLOOR CARE: SQUARE FOOTAGE	COST:
21. 140 MARTIN LUTHER KING DR.	26350	\$ 5,332
22. PERSHING FIELD	2600	\$ 546
23. 715 SUMMIT AVENUE	9520	\$ 1,999

A. BID PRICE TABLE A (ITEMS 1-23) \$ 979,919

TABLE B

LOCATION	Pay Unit	Example*	Unit Price	Extended Amount (Unit Prices x Example)
24. BLOOD CLEAN-UP AT JCPD DISTRICTS & JCPD VEHICLES SEE *INFECTIOUS DISEASE/BODILY FLUID CLEAN-UP (CERTIFIED)*	Hour	75 Hours	\$21.00	\$1,575
25. MISCELLANEOUS WHEN NEEDED CLEANING HOURLY/INDOOR & OUTDOOR	Hour	50 Hours	\$21.00	\$1,050
26. MISCELLANEOUS LOCATIONS WHEN NEEDED FLOOR CARE/STRIP/WAX	Sq. Ft.	50,000	\$0.21	\$10,500
27. MISCELLANEOUS LOCATIONS WHEN NEEDED SHAMPOO CARPETS	Sq. Ft.	50,000	\$0.12	\$6,000

*Example is only for purposes of evaluating prices in this bid specification and does not reflect actual quantities, which cannot be determined at this time.

B. BID PRICE TABLE B (EXTENDED AMOUNT ITEMS 24- 27) \$ 19,125

BID FORM CONTINUED**GRAND TOTAL BID PRICE: (TABLE A + TABLE B) =**\$ 999,044.00

The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications Total Bid of:

Nine Hundred Ninety-Nine Thousand Forty-Four Dollars and Zero Cents**(Total Bid Amount for Janitorial Services Written Words)**

This contract will be awarded to the lowest responsible bidder(s) based upon either the Grand Total Price or unit prices for each item (if awarded to multiple Bidders). The City reserves the right to exercise an option to award to multiple responsive and responsible bidders on a per unit basis if in the best interest of the City.

The contract will be awarded based on the Grand Total Bid Price or based on Unit Prices. Bid prices must be submitted for each individual location. The City reserves the right to award each location separately or in combination as may be in the best interest of the City. In addition, the City reserves the right to delete individual locations after receipt of bids and the City has the right to delete individual locations during the term of the contract.

All bid quotations must be typewritten on in ink. Pencil quotations will automatically render the bid informal.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the Bidder whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the Bidder must accept the contract renewal. Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve months preceding the most recent quarterly calculation available at the time the contract is renewed. Index rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

TEMCO BUILDING MAINTENANCE INC.

TRADE NAME:

ADDRESS:

417 5TH AVE

NEW YORK NY 10018-5802

EFFECTIVE DATE:

01/16/63

SEQUENCE NUMBER:

0401318

ISSUANCE DATE:

12/11/13

James J. Quisenberry

Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable - It must be conspicuously displayed at above address

104-001-0205640V



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0401318 FOR TEMCO BUILDING MAINTENANCE INC. IS VALID.

VERIFIED
PC

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2013** to **15-AUG-2016**

TEMCO SERVICE INDUSTRIES, INC.
417 5TH AVE. 9TH FLOOR
NEW YORK NY 10016



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): James Van Kirk, Contracts Manager

Representative's Signature: 

Name of Company: Temco Building Maintenance, Inc.

Tel. No.: 212-251-7882

Date: June 30, 2015

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: James Van Kirk, Contracts' Manager
Representative's Signature: [Signature]
Name of Company: Temco Building Maintenance, Inc.
Tel. No.: 212-251-7882 Date: June 30, 2015

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Temco Building Maintenance, Inc.

Address: One Madison Street, Bldg. D, East Rutherford, NJ 07073

Telephone No. : (973) 472-7788

Contact Name: James Van Kirk, Contracts' Manager

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

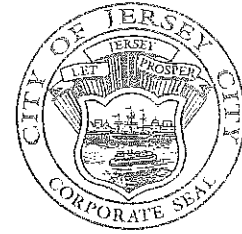
Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res . . . 15 . 682
Agenda No. 10 . N
Approved: SEP 24 2015
TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH NETCHERT DINEEN & HILLMANN FOR THE INVESTIGATION OF THE MUNICIPAL SERVICES COMPLEX AND WEST DISTRICT POLICE PRECINCT PROJECTS AND THE REPRESENTATION OF THE CITY IN MATTERS RELATED THERETO

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, both the Municipal Services Complex project (the "MSC Project") and the West District Police Precinct project (the "West District Project") paid for and owned by the City of Jersey City (the "City") faced significant cost overruns and delays in project completion; and

WHEREAS, the MSC Project was recently completed, with the City taking ownership earlier this year; and

WHEREAS, whereas during the course of the MSC Project issues arose which warrant further investigation; and

WHEREAS, the West District Project has still not achieved completion and the Police Department is waiting to occupy the building; and

WHEREAS, whereas during the course of the West District Project issues arose which warrant further investigation; and

WHEREAS, Corporation Counsel has recommended the appointment of outside counsel to investigate the issues in both projects and to represent the City of Jersey City in this matter; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of **\$150.00** per hour, including expenses, for a total amount not to exceed **\$50,000**; and

WHEREAS, Netchert, Dineen & Hillmann, possesses the skills and expertise to perform these services; and

WHEREAS, in June, 2015, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Netchert, Dineen & Hillmann submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, N.J.S.A. 40a:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, Netchert, Dineen & Hillmann has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Netchert, Dineen & Hillmann from making any reportable contributions during the term of the contract; and

City Clerk File No. Res. 15.682Agenda No. 10.N SEP 24 2015

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH NETCHERT DINEEN & HILLMANN FOR THE INVESTIGATION OF THE MUNICIPAL SERVICES COMPLEX AND WEST DISTRICT POLICE PRECINCT PROJECTS

WHEREAS, Netchert, Dineen & Hillmann has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Netchert, Dineen & Hillmann has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for the costs of these services in **Account No: 15-14-298-56-000-856**.

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The agreement with the law firm of Netchert, Dineen & Hillmann is hereby authorized at \$150/hr a total amount not to exceed **\$50,000** including expenses.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in **Account No.: 15-14-298-56-000-856** for payment of this resolution.

Matthew Hogan, Risk Manager

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Ass't Corporation CounselCertification Required ☒Not Required ☐**APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

AGREEMENT

This Agreement dated the _____ day of _____, 201 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Netchert Dineen & Hillmann, 280 Baldwin Avenue, Jersey City, NJ 07306. ("Special Counsel").

WITNESSETH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to provide the City of Jersey City with legal services in connection with the investigation of the Municipal Services Complex and West District Police Precinct Projects and Representation of the City of Jersey City in matters related thereto.

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, Special Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$50,000.

B. The Special Counsel shall provide a monthly statement for services rendered. The Special Counsel shall submit to the City administration no later than the tenth day of each

month an affidavit of services specifying the total number of hours worked/performed during the preceding month. **Special Counsel** shall contact the City when **Special Counsel** are within 15% of the contractual limit amount. All statements shall be supplemented by the City's voucher.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed onto the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

- (A) If the Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity/ Affirmative Action provisions).
- (B) This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).
- (C) Consultant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
- 1) A photo copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
 - 2) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
 - 3) A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

NETCHERT DINEEN & HILLMANN

REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your packet to facilitate the review of your submission.

CITY OF JERSEY CITY

PROJECT: Litigation/Defense Counsel Services

RESPONDENT: Netchert, Dineen & Hillmann

RECEIVED
2005 JUN 30 PM 2:01
CITY OF JERSEY CITY
LAW DEPARTMENT

RESPONDENT'S CHECKLIST

Item	Respondent Initials	AA/EEO Review
A. Non-Collusion Affidavit properly notarized	WPH	
B. Public Disclosure Statement	WPH	
C. Mandatory Affirmative Action Language	WPH	
D. Affirmative Action Compliance Notice	WPH	
E. Employee Information Report	WPH	
F. Americans with Disabilities Act	WPH	
G. MWBE Questionnaire (2 Copies)	WPH	
H. Business Registration Certificate	WPH	
I. Letter of Qualification	WPH	
J. Letter of Intent	WPH	
K. Price Proposal	WPH	
L. Certification of Compliance (Ord. 08-128)	WPH	
M. Original signature(s) on all required forms.	WPH	

Item L. Certification of Compliance (Ord. 08-128)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY
CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-
128 ADOPTED ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned being authorized and knowledgeable of the circumstances, does hereby certify that NETCHERT, DINEEN & HILLMANN has not made any reportable contributions in the one year period preceding this date that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract NETCHERT, DINEEN & HILLMANN will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity: NETCHERT, DINEEN & HILLMANN

Signed: _____

Print Name: _____

Date: June 11th, 2015

Subscribed and sworn before me
this 11th day of June, 2015.

STELLA SANTOPIETRO, NOTARY PUBLIC OF NJ
MY COMMISSION EXPIRES: 12/5/2016

Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

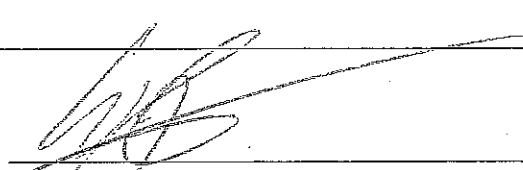
PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership (general, Limited or joint venture) shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

<u>NAME</u>	<u>ADDRESS</u>	<u>% Owned</u>
William J. Netchert	299 Pavonia Avenue Jersey City, NJ	50%
John R. Dineen	155 Bogerts Mill Road Harrington Park, NJ	50%
Michael J. Hillmann	98 Colona Street Wyckoff, NJ	Retired

SIGNATURE:


WILLIAM J. NETCHERT
Partner

Subscribed and Sworn to
before me this 11th day of June, 2015.


STELLA SANTOPIETRO
NOTARY PUBLIC OF NEW JERSEY

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereinafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.) which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

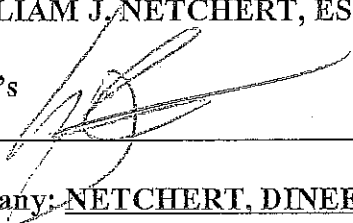
It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title

(Print): WILLIAM J. NETCHERT, ESQ.

Representative's

Signature: 

Name of Company: NETCHERT, DINEEN & HILLMANN, ESQS.

Telephone No.: (201) 656-3000

DATE: June 11th, 2015

Taxpayer Identification# 223-376-363/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

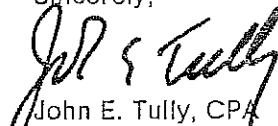
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

--- If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,


John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO-BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

NETCHERT, DINEEN & HILLMAN

TAXPAYER IDENTIFICATION#:

223-376-363/000

ADDRESS:

280 BALDWIN AVENUE STE 3
JERSEY CITY NJ 07306-1315

EFFECTIVE DATE:

01/01/96

FORM-BRC(08-01)

TRADE NAME:

NETCHERT, DINEEN & HILLMANN, ESQS.

SEQUENCE NUMBER:

1090301

ISSUANCE DATE:

09/27/04


Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification 22121

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2010 to 15-NOV-2017

NETCHERT, DINEEN & HILLMAN, ATTORNEYS AT LAW
280 BALDWIN AVENUE
JERSEY CITY NJ 07306



A handwritten signature in black ink, appearing to read 'Andrew P. Sidamon-Eristoff'.

Andrew P. Sidamon-Eristoff
State Treasurer

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises. To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

BUSINESS NAME: NETCHERT, DINEEN & HILLMANN, ESQS.

ADDRESS: 280 Baldwin Avenue, Jersey City, New Jersey 07306

TELEPHONE NO.: (201) 656-3000

CONTACT NAME: WILLIAM J. NETCHERT, ESQ.

Please check applicable category:

☐ Minority Owned ☐ Minority & Woman Owned

☐ Woman Owned ☒ Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa.

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise: a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): William J. Netchert, Partner

Representative's Signature: [Signature]

Name of Company: Netchert, Dineen & Hillmann

Tel. No.: (201) 656-3000 Date: June 11, 2015

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH NETCHERT DINEEN & HILLMANN FOR THE INVESTIGATION OF THE MUNICIPAL SERVICES COMPLEX AND WEST DISTRICT POLICE PRECINCT PROJECTS AND THE REPRESENTATION OF THE CITY IN MATTERS RELATED THERETO

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Both the Municipal Services Complex project and the West District Police Precinct project faced significant cost overruns and delays in project completion and which warrant further investigation.

Cost (Identify all sources and amounts)

Insurance Fund Commission
15-14-298-56-000-856
\$50,000

Contract term (include all proposed renewals)

One Year

Type of award

Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

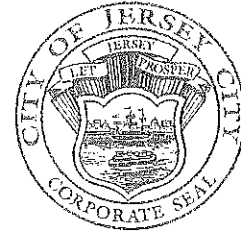
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-683

Agenda No. 10.0

Approved: SEP 24 2015

TITLE:



RESOLUTION OF THE CITY OF JERSEY CITY AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF HUDSON FOR THE IMPLEMENTATION OF THE 2015 EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM

COUNCIL, AS A WHOLE, offered and moved adoption of the following **Resolution 15.555**
dated 08/19/2015

WHEREAS, the City of Jersey City is desirous of accepting grant funds from the Edward Byrne Justice Assistance Program to continue Quality of Life uniform patrols; and

WHEREAS, the Jersey City Police Department has determined that the 2015 Justice Assistance Award of \$173,301.00 will be utilized for the continuation of foot and vehicular patrol units to address quality of life complaints from residents in selected hot spot areas throughout Jersey City; and

WHEREAS, the Jersey City Police Department in partnership with the Hudson County Prosecutor's Office, Bayonne, Hoboken City, Union City, West New York, and North Bergen has submitted one joint application for the 2015 Edward Justice Assistance grant; and

WHEREAS, the municipalities identified herein have agreed to become a part of the Edward Byrne Justice Assistance Grant application to meet the particular public safety needs of their community; and

WHEREAS, the Edward Byrne Justice Assistance Grant Program requires the participating municipalities to enter into an intergovernmental agreement with the County of Hudson;

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor and/or Business Administrator is hereby authorized to execute an intergovernmental agreement between the County of Hudson for the 2015 Edward Byrne Justice Assistance grant program application.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Asst. Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											9.24.15
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE CITY OF JERSEY CITY AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF HUDSON FOR THE IMPLEMENTATION OF THE 2015 EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM

Project Manager

Department/Division	Police Department	Police Grants
Name/Title	Elyse Gibbs	Supervising Analyst Grant Applications Program Monitor
Phone/email	201-547-5413 or 862-754-1820	ejgibbs@njcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this Intergovernmental Agreement between the City of Jersey City and the County of Hudson is to accept the 2015 Edward Byrne Justice Assistance Award Grant in the amount of \$173,301.00 re: Approved resolution # 15.555 dtd 08/19/15 to accept grant where funds will be used to provide continued BJA Quality of Life Citywide details

Cost (Identify all sources and amounts)

\$173,301.00

Contract term (include all proposed renewals)

3 year grant beginning October 1, 2015 to September 30, 2018

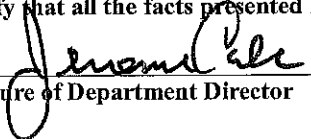
Type of award

Grant

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/8/15
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.555

Agenda No. 10-F

Approved: AUG 19 2015

TITLE:



RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO ACCEPT FUNDS UNDER THE FY 15 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) STATE PROGRAM THROUGH THE HUDSON COUNTY PROSECUTORS OFFICE

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution;

WHEREAS, the Municipal Council of the City of Jersey City has approved a Resolution to apply for funds under Res. # 15-408 dated June 10, 2015

WHEREAS, the City of Jersey City Department of Police has applied and submitted an application for funding to the Hudson County Prosecutor's Office and they submitted a consolidated application for all Hudson County law enforcements agencies;

WHEREAS, the Hudson County Prosecutors Office has confirmed that Jersey City will receive an allocation of \$173,301.00

WHEREAS, The Jersey City Police Department will utilize \$173,301.00 for the continuation of foot and vehicular patrols that will address quality of life complaints, under cover tactical gang - and drug enforcement operations.

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Jersey City Police Department is hereby authorized to accept funding from the FY. 15 Edward Byrne Memorial Justice Assistance Grant (JAG) State Program through the Hudson County Prosecutors Office

APPROVED: *Jerome Cole*

APPROVED: *[Signature]*
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8.19.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk



JERSEY CITY POLICE DEPARTMENT
GRANTS UNIT
OFFICE OF THE PUBLIC SAFETY DIRECTOR
1 JOURNAL SQUARE PLAZA 4TH FLOOR
JERSEY CITY, NEW JERSEY 07306
201-547-5413 FAX 201-547-5213

TO: Corporation Council, Jeremy Farrell

FROM: Elyse Jordan-Gibbs, Supervising Analyst Grant Applications Program Monitor

DATE: September 10, 2015

RE: 2015 Edward Byrne Justice Assistance Grant (JAG) Program Award

Dear Mr. Farrell:

Please find attached Inter-local Agreements between the City of Jersey City and Hudson County along with adopted City Council **Resolution 15.555 dated 08/19/2015** in regards to our FY 2015 Edward Byrne Justice Assistance Grant (JAG) Program Award.

Please sign all four copies next to the yellow sticker in **blue ink REMOVE** this top page cover letter **ONLY** and forward to the Mayors' Office for further processing.

Thanking you in advance for your immediate attention in this matter.



JERSEY CITY POLICE DEPARTMENT
GRANTS UNIT
OFFICE OF THE PUBLIC SAFETY DIRECTOR
1 JOURNAL SQUARE PLAZA 4TH FLOOR
JERSEY CITY, NEW JERSEY 07306
201-547-5413 FAX 201-547-5213

TO: The Honorable Mayor Stephen Fulop

FROM: Elyse Jordan-Gibbs, Supervising Analyst Grant Applications Program Monitor

DATE: September 10, 2015

RE: FY 2015 Edward Byrne Justice Assistance Grant (JAG) Program Award

Dear Mayor Fulop:

Please find attached Inter-local Agreements between the City of Jersey City and Hudson County along with adopted City Council **Resolution 15.555 dated 08/19/2015** in regards to our FY 2015 Edward Byrne Justice Assistance Grant (JAG) Program Award.

Please sign all four copies next to the coral sticker in **blue ink REMOVE** this top page cover letter **ONLY** and **forward to the City Clerks' Office** for further processing.

Thanking you in advance for your immediate attention in this matter,



JERSEY CITY POLICE DEPARTMENT
GRANTS UNIT
OFFICE OF THE PUBLIC SAFETY DIRECTOR
1 JOURNAL SQUARE PLAZA 4TH FLOOR
JERSEY CITY, NEW JERSEY 07306
201-547-5413 FAX 201-547-5213

TO: City Clerk, Robert Byrne

FROM: Elyse Jordan-Gibbs, Supervising Analyst Grant Applications Program Monitor

DATE: September 10, 2015

RE: 2015 Edward Byrne Justice Assistance Grant (JAG) Program Award

Dear Mr. Byrne:

Please find attached Inter-local Agreements between the City of Jersey City and Hudson County along with adopted City Council **Resolution 15.555 dated 08/19/2015** in regards to our FY 2015 Edward Byrne Justice Assistance Grant (JAG) Program Award.

Please sign all four copies next to the orange sticker in **blue ink REMOVE** this top page cover letter **ONLY** and return to my attention for further processing. Upon receipt of fully executed documents; document with original signatures will be returned to your attention for your files.

Thanking you in advance for your immediate attention in this matter,

GMS APPLICATION NUMBER 2015-H3997-NJ-DJ

CONTRACT NO. _____

THE STATE OF NEW JERSEY

KNOW ALL BY THESE PRESENT

COUNTY OF HUDSON

INTERLOCAL AGREEMENT

BETWEEN THE MUNICIPALITY OF JERSEY CITY, NJ AND COUNTY OF
HUDSON, NEW JERSEY

2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____ day of _____, 2015 by and between the COUNTY of Hudson acting by and through its governing body, hereinafter referred to as COUNTY, and the Municipality of Jersey City, acting by and through its governing body, hereinafter referred to as Municipality, both of Hudson County, State of New Jersey witnesseth:

WHEREAS, this Agreement is made under the authority of New Jersey Law cited as NJSA 40:8A:-1 et seq. and commonly known as the Interlocal Services Act; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the Municipality agrees to provide COUNTY \$ 0.00 from the JAG award for the 2015 Program; and

WHEREAS, the Municipality and COUNTY believe it to be in their best interest to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and Municipality agrees as follows:

Section 1.

Municipality agrees to pay COUNTY a total of \$ 0.00 of JAG funds.

Section 2.

COUNTY agrees to use \$173,301.00 for the JAG Program until September 30, 2018.

GMS APPLICATION NUMBER 2015-H3997-NJ-DJ

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the New Jersey Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against Municipality other than claims for which liability may be imposed by the New Jersey Tort Claims Act.

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services of the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

MUNICIPALITY OF JERSEY CITY, NJ

COUNTY OF HUDSON, NEW JERSEY

Mayor - Jersey City

Deputy County Administrator

ATTEST:

ATTEST:

Municipal Clerk

Clerk, Board of Chosen Freeholders

Municipal Attorney

Donato J. Battista, County Counsel

By law, Government attorneys may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own attorney(s).

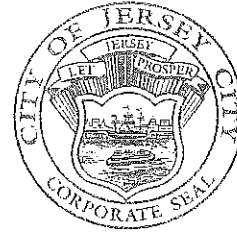
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.684

Agenda No. 10.P

Approved: SEP 24 2015

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC LIBRARY ALLOWING FOR THE USE OF VARIOUS ROOMS IN CITY HALL BY THE JERSEY CITY LITERACY PROGRAM

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Jersey City Free Public Library is a non-profit corporation of the State of New Jersey, whose public purpose includes the provision of educational and cultural programs to the public; and

WHEREAS, the Jersey City Literacy Program is an educational program, including Citizenship, English as a Secondary Language (ESL), and Conversation classes, offered by Licensee to its patrons; and

WHEREAS, the Jersey City Office of Diversity and Inclusion and the Licensee partnered together to offer Citizenship, English Secondary Language (ESL), and Conversation classes to the community; and

WHEREAS, Licensee seeks to hold the classes at City Hall during the fall semester while the Library undergoes major renovations; and

WHEREAS, the City desires to permit Licensee to use rooms in City Hall to hold classes during the Library's fall semester, subject to the availability of the rooms;

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

1. The Mayor or Business Administrator is authorized to execute a License Agreement with the Jersey City Free Public Library to use various rooms located in City Hall.
2. Subject to such modification as may be required or deemed necessary or appropriate by Corporation Counsel, the License Agreement shall be in substantially the form of the document attached hereto.

APPROVED: [Signature] Director, Resident Response Center
Althea Bernheim

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Asst. Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

License agreement for the Jersey City Free Public Library to host citizenship, ESL, and conversation classes in various rooms throughout City Hall during the fall 2015 semester.

Initiator

Department/Division	Mayor's Office/RRC	
Name/Title	Althea Bernheim/Director	
Phone/email	201-547-5436/abernheim@jcnj.org	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Jersey City Literacy Program is an educational program, including Citizenship, English as a Secondary Language (ESL), and Conversation classes, offered to residents of Jersey City. The Library, in partnership with the Office of Diversity & Inclusion/Resident Response Center seeks to hold the classes at City Hall during the fall semester while the Library undergoes major renovations.

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/16/15
Date

LICENSE AGREEMENT

This AGREEMENT, entered into this ____ day of September, 2015, is made by and between the City of Jersey City (the "City"), a municipal corporation of the State of New Jersey with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and the Jersey City Free Public Library with offices at 472 Jersey Avenue, Jersey City, NJ 07302 ("Licensee").

WITNESSETH THAT:

WHEREAS, the Jersey City Free Public Library is a non-profit corporation of the State of New Jersey, whose public purpose includes the provision of educational and cultural programs to the public; and

WHEREAS, the Jersey City Literacy Program is an educational program, including Citizenship, English as a Secondary Language (ESL), and Conversation classes, offered by Licensee to its patrons; and

WHEREAS, the Jersey City Office of Diversity and Inclusion and the Licensee partnered together to offer Citizenship, English Secondary Language (ESL), and Conversation classes to the community; and

WHEREAS, Licensee seeks to hold the classes at City Hall during the fall semester while the Library undergoes major renovations; and

WHEREAS, the City desires to permit Licensee to use rooms in City Hall to hold classes during the Library's fall semester, subject to the availability of the rooms;

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

1. TERM

The City grants Licensee a license to access and use rooms located in City Hall for a term commencing on September 28, 2015 and ending on February 13, 2016 as further laid out below in Section 2- Location and Hours.

Prior to the expiration of this license agreement, Licensee may renew this license for an additional semester commencing on February 14, 2016 and ending on June 28, 2016, the days and times to be determined, subject to the availability of space and the written consent of the Business Administrator and approval of the City Council.

2. LOCATION AND HOURS

Licensee's employees, officials, directors, and invitees may use the following rooms in City Hall, 280 Grove Street, Jersey City, New Jersey 07302 during the days and times specified below:

The Caucus Room (Room # 204):

Saturdays: October 3, 2015 thru February 13, 2016 during the hours 10:30 AM-12:30 PM

The Business Administration Conference Room (Room 110)

*Wednesdays: September 30, 2015 thru February 10, 2016, during the hours 6:00 PM – 8:00 PM

*Thursdays: October 1, 2015, thru February 11, 2016, during the hours 6:00 PM – 8:00PM.

Saturdays: October 3, 2015 thru February 13, 2016, during the hours 1:00 PM – 2:30 PM.

*If the rooms listed above are not available, then the displaced class may use the reception area of the Resident Response Center located in room 106.

3. USE

Under the terms of this license agreement, Licensee shall have the right to use the Caucus Room and Business Administration Conference Room in City Hall, as specified in Section 2, for the sole purpose of providing Citizenship, ESL, and Conversation classes to the public, and for no other purpose whatsoever.

Licensee understands that City use of the premises takes priority over Licensee's use as permitted herein. Accordingly, if the City must use any of the rooms during the times specified in Section 2, the City will make reasonable efforts to accommodate Licensee.

4. MAINTENANCE AND REPAIR

- a. The City shall not be required to make any improvements to the rooms prior to Licensee's entry and use of the rooms for the purposes described herein.
- b. Licensee shall be responsible for maintaining the condition of the rooms and the property contained therein during its use of the rooms. Licensee will also restore the rooms to the

same condition they were in prior to the Library, its employees, directors, officials, and invitees entry and use thereof.

- c. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.

5. REVOCATION

The permission hereby granted for use of the premises may be revoked at any time by the City with or without cause, by the City's Business Administrator giving five (5) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the premises which occurred on or prior to the date of revocation.

6. LIABILITY

The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensees use of the premises permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

7. INSURANCE

The Licensee shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the premises. Licensee will supply the City with a copy of its insurance liability policy. The amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an additional insured party. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the property shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor. The Licensee agrees to obtain and maintain insurance coverage as follows:

- A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as

insured Licensee with not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, and servants shall be named as additional insured.

- B. Workers Compensation Insurance- covering as insured Licensee with not less than New Jersey Statutory Limits and including Employer's Liability of no less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

Licensee agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided by insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

7. ASSIGNMENT OF RIGHTS

The Licensee shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises, or any part thereof or City property contained therein, to any other entity or person without the express prior written consent of the Business Administrator. Any unauthorized action in violation of this provision shall be void, and shall terminate the Licensee's rights pursuant to this Agreement.

8. LIMITATION OF RIGHTS

The Licensee acknowledges that no property or other right is created other than that specifically defined and limited by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly signed and sealed the day and year written above.

CITY OF JERSEY CITY

JERSEY CITY FREE PUBLIC LIBRARY

By:

By:

Robert Kakoleski
Business Administrator

Priscilla Gardner
Library Director

Witness:

Witness:

Robert Byrne
City Clerk

Darnelle Richardson
Jersey City Literacy Program Coordinator

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.685

Agenda No. 10-Q

Approved: SEP 24 2015

TITLE:

RESOLUTION HONORING SONIA ARAUJO



COUNCIL AS A WHOLE, offered and moved adoption of the following resolution.

WHEREAS, Sonia Araujo began her career in the Jersey City Public Library as a Junior Library Assistant on May 7, 1972. She first worked at the Biblioteca Criolla, the first Spanish language branch which became an integral part of the Hispanic community and the Jersey City Public Library, where she served as branch head; and

WHEREAS, Sonia Araujo was involved in the inception of many of the innovative programs that the Library instituted. The Summer Reading Program, the growth of the collection of Hispanic reading materials and media and "The Big Read" a program of the National Endowment of the Arts. Her ability to write grants has produced events like A Tale of Our City book festival in 2008; and

WHEREAS, Sonia was an organizer of AFSME Local 3612, the Professional Librarian Union. She was a shop steward of the union and represented employees in negotiations in management. She served as first President of Local 3612; and

WHEREAS, Sonia was the first Hispanic woman to serve on the Jersey City Public Schools Board. Always an advocate for the Hispanic Community, Sonia co-founded many organizations to advance the position of the community she dearly loves and cares for; and

WHEREAS, Sonia Araujo currently serves as Chair for the Puerto Rican Housing Corporation; (Villa Borinquen). A member of PACO for many years, she is currently a board member of the Metropolitan Family Health Network and Educational Arts Team; and

WHEREAS, of her many achievements **Sonia** is most proud of daughters Jessenia and Iliana, the loves of her life.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City does hereby honor **Sonia Araujo** on her many achievements and wishes her continued health and happiness in her retirement.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Rel. Bell
Asst. Corporation Counsel

Certification Required ☐

Not Required

☒ **APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL		ABSENT		OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES		ABSENT	

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.686
Agenda No. 10.R
Approved: SEP 24 2015
TITLE:



**RESOLUTION AUTHORIZING THE WAIVER OF THE
TWENTY (20) DAY WAITING PERIOD FOR ORDINANCE
15-129.** (An Ordinance dedicating that Spruce Street to the dead
end along Liberty Avenue also by known as Frank Brazicki Way.)

COUNCIL AS A WHOLE, offered and moved adoption of the following resolution:

WHEREAS, at its meeting of September 24, 2015 at 6:00 P.M. the Municipal Council adopted Ordinance 15-129; and

WHEREAS, N.J.S.A. 40:69A-181(b) provides for the twenty (20) day period prior to the effective date of an ordinance after adoption unless the Municipal Council by resolution, declares an emergency; and

WHEREAS, it is necessary that this ordinance become effective immediately to prevent any conflicts with the dedication ceremony and street closures scheduled for October 10, 2015.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

- (1) an emergency is hereby declared for the reason set forth herein; and
- (2) pursuant to N.J.S.A. 40:69A-181(b) the twenty (20) day waiting period prior to the effective date of Ordinance 15-129 is hereby waived so that this Ordinance is effective immediately.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Asst. Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL		ABSENT		OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

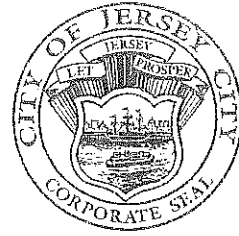
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.687

Agenda No. 10-S

Approved: SEP 24 2015

TITLE:



RESOLUTION APPOINTING SULLIVAN C. JOHNSON, III AS A MEMBER OF THE JERSEY CITY RENT LEVELING BOARD

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated September 15, 2015 that he has appointed **Sullivan C. Johnson, III**, of 14 Storms Avenue, Jersey City, New Jersey, 07306, to serve as a member of the **Jersey City Rent Leveling Board**, replacing Glenis P. Rodriguez, whose term has expired, for a period to commence immediately upon adoption of this resolution and expire on January 20, 2018.

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **Sullivan C. Johnson, III** as a member of the **Jersey City Rent Leveling Board** for the above-mentioned term is hereby advised and consented to pursuant to law.

sjg

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Asst. Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

Report of Directors
8:a
Meeting 09.24.2015

September 15, 2015

President and Members of the Municipal Council
City Of Jersey City
280 Grove Street
Jersey City, N.J. 07302

Dear Council President and Members:

Kindly be advised that I have appointed **Sullivan C. Johnson, III**, of 14 Storms Avenue, Jersey City, New Jersey, 07306, to serve as a **Member of the Jersey City Rent Leveling Board**, replacing Glenis P. Rodriguez, whose term has expired. Mr. Johnson's term will commence upon the adoption of the resolution and expire on January 20, 2018.

I respectfully request your advice and consent to this appointment.

Sincerely,

Steven M. Fulop
Mayor

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCIY.NJ.GOV
WWW.CITYOFJERSEYCITY.COM

cc: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Charles Odei, Rent Leveling Board
Mark Albiez, Chief of Staff, Mayor's Office
Nancy Warlikowski, Mayor's Office
Sullivan C. Johnson, III

SULLIVAN C. JOHNSON III

**14 Storms Avenue
Jersey City, NJ 07306**

BACKGROUND SUMMARY

Dynamic, confident, polished media sales professional with positive attitude, proven sales abilities and impeccable ethics. Keen understanding of core business principles and committed to developing solid client relationships. Excellent track record of meeting and exceeding budgets within organizations undergoing constant change and transition. Extremely adaptable to challenging business environments and consummate team player.

PROFESSIONAL EXPERIENCE

Comcast Spotlight, Bloomfield, NJ 2003 – Present

Senior Account Executive

Responsible for producing multi-media, advertising revenue for nation's largest cable provider in their largest market. Solid sales record and account management skills. Excellent telephone manner, outstanding presentation and closing abilities. Exemplary customer service record and consummate team player. One of only (5) account executives approved to handle political advertising in the NY market.

Metrocall Wireless, Lyndhurst, NJ 2001 – 2002

Senior Account Executive, Direct Sales

Responsible for obtaining new business at one of the nation's largest wireless communication companies. Consistent sales leader and led team in client retention. Exceeded budget every year and achieved prestigious President's Club status in 2002.

Metrocall Wireless, Alexandria, VA 2000 -2001 (Corporate Headquarters)

Account Executive, Database Marketing (Outbound Sales Team)

Responsible for selling enhanced services to established accounts. Exceeded quota every month while in position. Selected by RVP as team leader in sales manager's absence due to proven leadership skills and managerial background. Maintained sales average of 110% of quota during tenure.

Metrocall Wireless, Alexandria, VA 1997-2000 (Corporate Headquarters)

Call Center Manager, National Customer Service Center

Responsible for managing day-to-day operations of 125-seat, national in-bound call center with a \$8.5 million budget and handling over 10,000 calls daily. Directly responsible for maintaining required customer service levels, recruiting, training, retention and payroll. Reduced annual payroll expense by \$120,000+ and increased call per hour productivity by 18% by utilizing line employee based cross-functional teams to rewrite work guidelines and eliminate unnecessary processes.

GEICO Insurance Company, Chevy Chase, MD 1989-1997

Call Center Supervisor, Customer Service Division

During tenure managed 10, separate, 12 person teams of claims professionals responsible for examining/adjusting first and third party property/casualty claims in a high volume call center. Consistently rated superior.

EDUCATION

Howard University, Washington, DC

School of Business B.B.A., Marketing; Minor in Accounting

AFFILIATIONS

Kappa Alpha Psi Fraternity - Newark Alumni Chapter - Guide Right Chairman

Kappa Alpha Psi Fraternity - 2011 "Brother of the Year"

Concerned Black Men, Inc, Washington, D.C. - Founding Member

Ubiquity Incorporated, Washington, D.C.; Howard University Chapter - Founding Member

Mt. Olive Baptist Church - Board of Trustees 2010-12

Fountain Baptist Church - Member since 2012; Children's Church Leader

Elected Ward F6 - District Committeeman, 2011-13; 2013-2015: Re-Elected 2015-2017

Storms Avenue Block Association, President

New Jersey Ad Club

American Marketing Association

Resolution of the City of Jersey City, N.J.

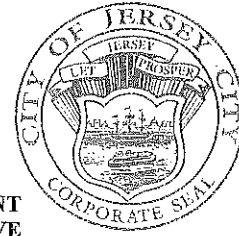
City Clerk File No. Res. 15.688

Agenda No. 10.T

Approved: SEP 24 2015

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT TO ATTORNEYS AT LAW IN THE STATE OF NEW JERSEY TO SERVE AS PUBLIC DEFENDERS IN THE JERSEY CITY MUNICIPAL COURT FOR CALENDAR YEAR 2015



COUNCIL

MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, in 1971, the Supreme Court of New Jersey extended the right to assign counsel to represent indigent defendants in municipal court proceedings where such defendants are subject, if convicted, to a threat or likelihood of imprisonment or other consequences of magnitude, Rodriguez v. Rosenblatt, 58 N.J. 281 (1971); and

WHEREAS, in March 1998, the State Legislature enacted the Municipal Public Defenders Act, N.J.S.A. 2B:24-1 et seq.; and

WHEREAS, N.J.S.A. 2B:24-1(d) provides that it is essential to require the appointment of Municipal Public Defenders by each municipal government in the State; and

WHEREAS, the City of Jersey City established a Public Defender Program to represent indigent individuals in the Jersey City Municipal Court by executing professional services agreements with private attorneys; and

WHEREAS, the City of Jersey City approved professional services agreements with Attorneys-At-Law to serve as public defenders for a period not to exceed one year effective January 1, 2015;

WHEREAS, as a result of the insufficient number of public defenders available, additional services are necessary; and

WHEREAS, Sun W. Young, Esq. is licensed to practice law in the State of New Jersey, has experience in criminal law and is otherwise qualified to serve as Public Defender; and

WHEREAS, Sun W. Young, Esq. will enter into a professional services agreement with the City of Jersey City to serve as a Public Defender for a period not to exceed one year effective as of January 1, 2015; and

WHEREAS, the professional services agreement with Sun W. Young, Esq. or any of the participating attorneys may be cancelled at any time during the 2015 Calendar Year; and

WHEREAS, the services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, Sun W. Young, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit any of the attorneys from making any reportable contributions during the term of the contract; and

WHEREAS, Sun W. Young, Esq. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Sun W. Young, Esq. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, \$2,000 is presently available in Account No. 15-01-201-43-495-312 for the cost of these services.

City Clerk File No. 10.TAgenda No. SEP 24 2015

TITLE: **RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT
TO ATTORNEYS AT LAW IN THE STATE OF NEW JERSEY TO SERVE
AS PUBLIC DEFENDERS IN THE JERSEY CITY MUNICIPAL COURT FOR
CALENDAR YEAR 2015**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Business Administrator is authorized to execute an agreement with Sun W. Young, Esq., to serve as a Public Defender in Jersey City Municipal Court for a period not to exceed one year commencing as of January 1, 2015 subject to the following terms and conditions.
 - (a) Sun W. Young, Esq. shall be compensated in the sum of Two-Hundred (\$200.00) Dollars per session, with an additional sum of Seventy-Five (\$75.00) Dollars per session paid in those cases where a trial extends beyond one session;
 - (b) In a case where more than one defendant is eligible for a Public Defender, an attorney may be required to represent one of the co-defendants for the sum of Seventy-Five (\$75.00) Dollars.
 - (c) An attorney will be required to prosecute an appeal of any case tried by him or her to its conclusion for a fee of Seventy-Five (\$75.00) Dollars.
 - (d) All attorneys will be required to prepare notices suitable for filing with the Clerk of the Superior Court stating defense costs for each person represented and will otherwise cooperate with the City in its efforts to seek reimbursement of such fees from the defendants.
2. The agreement with each attorney shall be in substantially the form attached, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.
3. A copy of this Resolution shall be printed in a newspaper of general circulation.

I hereby certify that there are sufficient funds available in Account No.: **15-01-201-43-495-312** for payment of this Resolution.

P0#118418

Donna Mauer

Donna Mauer, Chief Financial Officer

MS:

APPROVED: *[Signature]*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]* Business Administrator

[Signature]
Asst. Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Amending a Professional Service Agreement to attorneys at law in the State of New Jersey to serve as public defenders in the Jersey City Municipal Court for calendar year 2015

Project Manager

Department/Division	Business Administration	Office of the Public Defender
Name/Title	Robert Kakoleski	Business Administrator
Phone/email	201-547-5187	

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Municipal Council approved a resolution awarding professional services agreements with Attorneys-At-Law to serve as public defenders for a period of one year. Due to the insufficient number of public defenders available, it is necessary to appoint an additional public defender.

Cost (Identify all sources and amounts)

\$200 per session with an additional \$75.00 per trial.

Contract term (include all proposed renewals)

One year.

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

2/18/15
Date

(646) 275-2493

SUN WOO YOUNG

4 Constellation Place, #204
Jersey City, NJ 07305

sunwoyoung@hotmail.com

EXPERIENCE

Law Offices of Sun W. Young – New York, New York and Jersey City, New Jersey
(1990 – Present)

Private law practice representing individual and corporate clients in a broad range of legal matters including commercial and residential real estate transactions, business and loan transactions, international transactions, drafting various contracts, agreements and wills, advising on various general corporate matters, and related litigation.

Kolodny and Bonomo, Associate Attorney – Great Neck, New York (1989-1990)

Drafted various pleadings, argued before courts, and managed the proceedings of civil litigation cases

Hon. Allan Winick, Intern – Nassau County Supreme Court (1989)

Legal Aid Society, Intern – Mineola, New York (1988)

SamWhan Corporation – Seoul, Korea (1979 – 1986)

Served as manager in charge of international biddings, reviewing and negotiating international contracts, and handling various legal matters. Also served as project manager for large construction projects in Saudi Arabia and Alaska.

Korean Air Lines – Seoul, Korea (1976 -1979)

Served as assistant general counsel handling various legal matters including international treaties, contracts, civil litigation, business plans, etc.

Republic of Korea Army (1972-1975)

Squad leader; honorable discharge.

EDUCATION

The Maurice Deane School of Law at Hofstra University – Hempstead, New York
Juris Doctor (1989)

Seoul National University – Seoul, Korea
Bachelor of Law (1971)

BAR ADMISSIONS

Admitted to state and federal courts in New York and New Jersey

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): SUN WOO YOUNG

Representative's Signature: [Signature]

Name of Company: Sun W. Young, Attorney at Law

Tel. No.: (646) 275-2493 Date: 9/16/2015

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name (Title Print): SUN COO YOUNG
Representative's Signature: [Signature]
Name of Company: Sun Co. Young Attorney at Law
Tel. No.: (646) 275-2493 Date: 9/16/2015

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Sun W. Young, Attorney at Law
Address : 4 Constellation Pl., # 204
Jersey City, NJ 07305
Telephone No. : (646) 275-2493
Contact Name : Sun W. Young

Please check applicable category :

☒ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☐ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Sam W. Young Attorney at Law
Address: 4 Constellation Pl. # 206
Jersey City, NJ 07305
Telephone No.: (646) 275-2493
Contact Name: Sam W. Young

Please check applicable category:

☒ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☐ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Sun W. Young Attorney at Law (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Sun W. Young Attorney at Law (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Sun W. Young, Attorney at Law

Signed: [Signature] Title: _____

Print Name: Sun W. Young Date: 9/16/2015

Subscribed and sworn before me
this _____ day of _____, 2_____.

My Commission expires: _____

Sun W. Young
(Affiant)
Attorney at Law of NJ
(Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership
 ☐ Corporation
 ☒ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
 ☐ Limited Liability Corporation
 ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
SUN WOO YOUNG	4 Constellation Pl., #204 Jersey City, NJ 07305

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Sun W. Young, Attorney at Law

Signed: [Signature] Title: _____

Print Name: Sun Woo Young Date: 9/16/2015

Subscribed and sworn before me this ____ day of _____, 2__.

My Commission expires:

Sun W. Young
 (Affiant)
Attorney at Law of NJ
 (Print name & title of affiant) (Corporate Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Sun W. Young Attorney at Law		
Address:	4 Constellation Pl, #204		
City:	Jersey City	State:	N.J
		Zip:	07305

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature [Signature] Printed Name Siew Woo Young Title _____

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

YOUNG SUN WOO

TRADE NAME:

ADDRESS:

4 CONSTELLATION PLACE UNIT 204

JERSEY CITY, NJ 07305

EFFECTIVE DATE:

08/26/15

SEQUENCE NUMBER:

1977871

ISSUANCE DATE:

08/26/15

James J. Zuccaro

Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

(04-06), 0205846v

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.689

Agenda No. 10. U

Approved: SEP 24 2015



TITLE: RESOLUTION AUTHORIZING THE JERSEY CITY OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY TO ACCEPT A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the United States Department of Homeland Security (USDHS) and the New Jersey Office Of Homeland Security and Preparedness (OHSP) has provided to the Jersey City Office and Emergency Management & Homeland Security a grant in the amount of \$1,896,796.00 thru the FFY15 Urban Area Security Initiative (UASI) grant program; and

WHEREAS, this funding will support the goals of maintaining the City of Jersey City's readiness and response capabilities to natural or man- made disasters or acts of terrorism; and

WHEREAS, the Jersey City Office of Emergency Management & Homeland Security desires to accept the funding to enhance the city's and UASI region's ability to build, maintain and sustain national preparedness capabilities; and

NOW, THEREFORE BE IT RESOLVED the City of Jersey city herewith accepts the award of \$1,896,796.00 thru the Department of Homeland Security Urban Area Security Initiative (UASI) FFY15 grant program; and

BE IT FURTHER RESOLVED that the sum of \$1,896,796.00 is hereby appropriated under the caption FFY15 UASI Department of Homeland Security Grant; and

BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1 Steven M. Fulop, Mayor of the City of Jersey City and/or Robert J. Kakoleski Business Administrator of The City of Jersey City are hereby authorized to execute a contract and/or grant agreement with the Department of Homeland Security and the New Jersey Office of Homeland Security And Preparedness; and

2 The Office of Emergency Management & Homeland Security and Budget is authorized to establish an account in the amount of \$1,896,796.00 for the Jersey City Office of Emergency Management & Homeland Security

W. Greg Kierce, Director
Office of Emergency Management & Homeland Security

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Asst. Corporation Counsel

Certification Required ☐

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE JERSEY CITY OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY TO ACCEPT A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM

Initiator

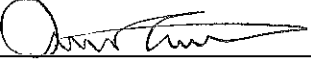
Department/Division	Office of Emergency Management	& Homeland Security
Name/Title	W. Greg Kierce, Director	
Phone/email	547-5681/wkierce@njcps.org	Cell 201 424-8625

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Resolution authorized the acceptance of a grant in the amount of \$1,896,796.00 from the Department of Homeland Security (UASI) FFY 15 Grant program. This grant will enhance the city's ability to build, maintain, and sustain the city's capabilities to acts of terrorism or man made disasters.

I certify that all the facts presented herein are accurate.



Signature of Department Director

9/16/15

Date



CHRIS CHRISTIE
GOVERNOR

KIM GUADAGNO
LT. GOVERNOR

State of New Jersey
Office of Homeland Security and Preparedness
PO Box 091
TRENTON, NJ 08625-0091

CHRIS RODRIGUEZ
DIRECTOR

September 10, 2015

The Honorable Steven M. Fulop, Mayor
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

RE: FFY15 Urban Areas Security Initiative (UASI-Local Share)
(CFDA #97.067, Award #EMW-2015-SS-00039-S01)

Dear Mayor Fulop:

The New Jersey Office of Homeland Security and Preparedness (OHSP) is pleased to advise you that the City of Jersey City is awarded \$1,896,796.00 from the FFY15 UASI-Local Share Grant Program. The main purpose of this funding is to enhance your agency's and the UASI region's ability to build, maintain and sustain national preparedness capabilities for the below listed projects of which are outlined in the attached approved Spending Plan Templates and Annexes.

<u>Project Name</u>	<u>Amount</u>
1. OEM Maintenance Situational Awareness	\$ 40,000.00
2. EOC Information Sharing	\$ 80,000.00
3. NIMS/CERT Training	\$ 75,000.00
4. Maintenance Contracts	\$ 243,500.00
5. Incident Management Software	\$ 100,000.00
5. Domestic Preparedness Planner Salary (Kierce)	\$ 81,500.00
6. Skywatch Maintenance	\$ 8,000.00
7. Regional ALPRs	\$ 50,000.00
8. Emergency Public Warning	\$ 75,000.00
9. First Responder Radios	\$ 315,000.00
10. Communications Tablets	\$ 110,000.00
11. Maintenance of Radiological Equipment	\$ 4,796.00
12. OEM Unified Approach to Active Shooter/Mass Casualty Incidents	\$ 200,000.00
13. Electric Project	\$ 14,000.00
14. Leasing of Space	\$ 100,000.00
15. Mass Sheltering Equipment	\$ 290,000.00

The Honorable Steven M. Fulop, Mayor

Page 2

September 10, 2015

16. Mobile Pro Surveillance Enhancements	\$ <u>110,000.00</u>
TOTAL	\$1,896,796.00

These funds will be available to your agency for allowable program expenditures upon the completion of the requirements listed below:

- 1.) Return of a signed FFY15 Grant Agreement and required attachments (A through E) by October 15, 2015, to Daniel Morocco, Grants Management Bureau Chief, OHSP, at the above address.
- 2.) Population of budget items in OHSP's Grant Tracking System (GTS) in accordance with the approved Spending Plan Template and Annex(es). The awarding of these funds is conditioned upon your agency's full participation with the GTS. Your grant GTS administrator will be contacted by our grant liaison once the system is ready to accept entries for your approved projects.

Once these requirements are satisfied, spending authority will be granted and a fully executed Grant Agreement will be returned for your records. Failure to complete these requirements within the prescribed time frames may cause this award to be rescinded and any expenditure will be ineligible for reimbursement.

The attached Grant Agreement sets forth the certifications, terms, conditions and assurances required of the agency before OHSP will authorize the agency to make program expenditures. Please review the Grant Agreement carefully. It is important that the Grant Agreement and required federal certifications are signed and returned to OHSP by October 15, 2015. It is extremely important to implement the activities in the approved Spending Plan Template and Annex in a timely manner to avoid reprogramming of any awarded funds.

The FFY15 UASI grant program has a thirty-six (36) month period of performance (September 1, 2015, to August 31, 2018). On or about **February 1, 2017**, OHSP will conduct a mid-term financial and programmatic review to determine progress in meeting stated objectives/goals and expenditure activity (at least 50% of these funds should be legally/contractually obligated). As referenced within the Grant Agreement, please note that 100% of these funds shall be legally/contractually obligated by **February 1, 2018**. Final reimbursement packages are to be completed and forwarded to OHSP by **July 31, 2018**. Reimbursement request packages are to be submitted to OHSP on a quarterly basis, reference Section IX, A in the attached Grant Agreement.

The Honorable Steven M. Fulop, Mayor

Page 3

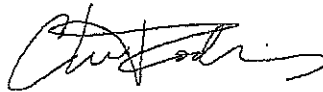
September 10, 2015

OHSP recognizes there may be extraordinary circumstances that necessitate an extension on a case-by-case basis. FEMA has informed us, however, that they will only approve extensions based upon compelling legal, policy or operation challenges. Therefore, it is critical to observe the above provided performance dates.

During the period of performance for this grant, any intended programmatic changes must be submitted to OHSP using the Spending Plan Template and Annex(es). Once the revised Spending Plan Template and Annex have been reviewed and approved, spending authority for the documented changes will be granted. All programmatic changes must be approved by the UASI Sub-Committee Chair from where the project was funded and/or the UASI Executive Committee.

If you have any questions regarding this agreement, please contact Gary Furman, Grants Liaison, at 609-584-4837. Thank you for your support as we continue working collectively to ensure the safety of our citizens.

Sincerely,



Chris Rodriguez, Director
Office of Homeland Security and Preparedness

CR/DM:kw

Enclosures

cc: Daniel Morocco, Grants Management Bureau Chief, OHSP.
Lisa Conte, UASI Grant Coordinator, OHSP
Gary Furman, Grant Liaison, OHSP
Kadeidra Robinson, Fiscal, OHSP
Sgt. Greg Kierce, Domestic Preparedness Planner, Jersey City
James Sheehan, OMRI, Rutgers University

STATE OF NEW JERSEY FEDERAL GRANT AGREEMENT

Office of Homeland Security and Preparedness and

City of Jersey City (Subrecipient)

GENERAL

- I. Grant Agreement Data
- II. Compliance with Existing Laws
- III. Bonding and Insurance
- IV. Indemnification
- V. Assignability
- VI. Availability of Funds

PRE-AWARD REQUIREMENTS

- VII. Special Grant Conditions

POST-AWARD REQUIREMENTS

- VIII. Financial Management System
- IX. Method of Reimbursement
- X. Allowable Costs
- XI. Period of Performance
- XII. Matching and Cost Sharing
- XIII. Program Income
- XIV. Audit Requirements
- XV. Project Revisions and Modifications
- XVI. Property Management and Disposition Standards
- XVII. Procurement Standards
- XVIII. Monitoring of Program Performance
- XIX. Financial and Performance Reporting
- XX. Access to Records
- XXI. Record Retention
- XXII. Remedies for Non-compliance
- XXIII. Termination and Suspension

POST-AWARD REQUIREMENTS

- XXIV. Grant Closeout Procedures

ATTACHMENTS

- A. Non-Supplanting Certification Form
- B. Standard Assurances

- C. Special Conditions
- D. Certification Regarding Lobbying
- E. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

STATE OF NEW JERSEY
NEW JERSEY OFFICE OF HOMELAND SECURITY AND
PREPAREDNESS FEDERAL GRANT AGREEMENT
(Award No. EMW-2015-SS-00039-S01, CFDA No. 97.067)

I. Grant Agreement Data.

This agreement is between **City of Jersey City** (hereinafter "Subrecipient") and the **New Jersey Office of Homeland Security and Preparedness (OHSP)** (hereinafter the "SAA" or "State Administrative Agency"). The agreement is undertaken pursuant to the authority of the SAA under Executive Order No. 5 (Corzine 3/16/06) to pass through federal preparedness assistance awarded to New Jersey by the Department of Homeland Security (hereinafter "DHS"). The Subrecipient is being awarded **\$1,896,796.00** of **FY15 Urban Areas Security Initiative Grant Program (UASI-Local Share)**, (**Performance Period: September 1, 2015 to August 31, 2018**), to implement the projects within their approved Spending Plan Template(s) and Annex(es).

II. Compliance with Existing Laws.

- A. The Subrecipient, in order to permit the SAA to award this grant, agrees to comply with all federal, state and municipal laws, rules, regulations and requirements generally applicable to the activities in which the Subrecipient is engaged in during the performance of this grant.
- B. These laws, rules, regulations and requirements include, but are not limited to the following:
1. New Jersey Department of the Treasury, Office of Management and Budget documents.
 - a. Circular Letters 15-08-OMB, Single Audit Policy for Recipients of federal, state and State Aid Grants: http://www.nj.gov/infobank/circular/cir1508_omb.pdf
 - b. State Grant Compliance Supplement:
<http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>
 2. Uniform Administrative Requirements, Cost Principles and Audit Requirements for federal awards, 2 C.F.R. Part 200, as amended: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse?Title02/2cfr200_main_02.tpl.
 3. State Affirmative Action Legal Citations:

The Subrecipient agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5, et al, and P.L. 1975, C127 and all implementing regulations.
 4. The Subrecipient understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an

unauthorized purpose. Violations under this act could result in a prison term of up to 20 years, and a fine of up to \$500,000, under N.J.S.A. 2C:30-8.

C. The Subrecipient is in compliance with all federal NIMS compliance requirements, to include NIMSCAST reporting requirements, Homeland Security Presidential Directive No. 5: www.fas.org/IRP/offdocs/NSPD/HSPD-5.html and NIMS objectives: <http://www.fema.gov/pdf/emergency/nims/FY2009NIMSImplementationChart/pdf>. The Resource Typing Library Tool is available through: <https://rilt.ptaccenter.org/Public>.

D. Failure to comply with the laws, rules and regulations shall be grounds to terminate this grant.

III. Bonding and Insurance.

Bonding and insurance shall be provided by the Subrecipient and proof of bonding and insurance must be retained on file by the Subrecipient.

IV. Indemnification.

The Subrecipient shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subrecipient's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subrecipient's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Subrecipient. The Subrecipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

V. Assignability.

The Subrecipient shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred, except as may be provided for in this grant or with the express written approval of OHSP.

VI. Availability of Funds.

The Subrecipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Grant Agreement is expressly dependent upon the availability to OHSP of funds appropriated by the State Legislature from the state and/or federal revenue or such other funding sources as may be applicable. A failure of OHSP to make any payments under the Grant Agreement or to observe and perform any condition on its part to be performed under the Grant Agreement as a result of the failure of the

Legislature to appropriate shall not, in any manner, constitute a breach of the Grant Agreement by OHSP or an event of default under the Grant Agreement and OHSP shall not be held liable for any breach of the Grant Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from OHSP beyond the duration of the award period set forth in the Grant Agreement, and in no event shall the Grant Agreement be construed as a commitment by OHSP to expend funds beyond the termination date set in the Grant Agreement.

VII. Special Grant Conditions.

- A. Subrecipient may be considered "high risk" if OHSP determines that a Subrecipient meets any of the following criteria contained within 2 C.F.R. Part 200, as amended, Sections 200.205 through 200.207.
- B. The Subrecipient agrees to maintain, at its own expense, all equipment originally purchased with grant funds. Equipment may also be maintained with use of HSGP funding, if permitted.
- C. The Subrecipient will identify a project manager and/or a Point of Contact (POC) to ensure all tasks, services and products, quality of deliverables and timeliness of all services are satisfied within the contract requirements and reviewing all contract packing slips and billing invoices assuring that the contractor is paid only for services rendered and goods delivered to the projects.
- D. The Subrecipient will absorb costs beyond funding awarded and/or adding of projects not included in the approved Spending Plan Template.
- E. The Subrecipient will ensure sustainability by assuming all responsibility of operating, maintaining and incurring future costs associated with the equipment and services purchased.
- F. For federal grants, the Subrecipient agrees to sign the attached Non-Supplanting Certification Form (Attachment A); agrees to comply with the attached federal Standard Assurances (Attachment B) and Special Conditions (Attachment C); to sign the attached Certification Regarding Lobbying (Attachment D) and Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment E).

Furthermore, the following projects require special conditions when funded:

- CBRN/HazMat Projects (Attachment F)
- Interoperability Projects (Attachment G)
- Automated License Plate Readers/Certification Form (Attachment H)
- Specialized Vehicles (Attachment I)
- Information Technology Projects (Attachment J)
- AG's Protocol for Processing and Issuing I.D. Cards (Attachment K)
- Exercise Salary Reimbursements (Attachment L)
- Cyber Security Project (Attachment M)
- Extension Request Form (Attachment N)

When applicable, the Subrecipient shall comply with the special conditions required for each of the above of which are available on the OHSP website: <http://www.njhomelandsecurity.gov/grants-docs.html>.

- G. Environmental and Historic Preservation (EHP) Compliance: EHP requires that any federally funded grant activity be reviewed for the potential to have an adverse impact on communities, public health or the environment within the place of performance of the project. In order to fulfill its requirements, DHS requires awardees and/or responsible jurisdiction Subrecipient to complete and submit an EHP Compliance Checklist indicating any environmental effects. The EHP Checklist is available at <http://www.njhomelandsecurity.gov/grants-docs.html>.
- H. All allocations and use of funds under this grant must be in accordance with any applicable Program Guidelines and Application Kit as well as the special conditions and terms provided by DHS.

VIII. Financial Management System.

The Subrecipient shall be responsible for maintaining a financial management system and will immediately notify OHSP when the Subrecipient cannot comply with the requirements established in this section of the grant. The Subrecipient's financial management system shall include all requirements set forth in 2 C.F.R. 200, as amended, Sections 200.302 and 200.303.

IX. Method of Reimbursement.

- A. Reimbursements made to the Subrecipient shall be in the form of electronic transfer by OHSP, upon receipt by OHSP of a properly executed payment voucher/purchase order, approved invoice and proof of payment, which will be properly uploaded within the OHSP administered Grant Tracking System (hereinafter GTS). Reimbursement requests must be submitted to OHSP with a properly completed Request for Reimbursement form, to include the signature of the agency's treasurer or fiscal officer. Subrecipient reimbursement requests must be submitted to OHSP on a quarterly calendar basis for costs incurred during the quarter for approved goods/services and/or for any approved salary/fringe benefit costs. Quarterly reimbursement requests must be submitted to OHSP within ten (10) business days after the close of each quarter. The OHSP may not take any action on or process any reimbursement request that is more than twelve (12) months past the documented date the Subrecipient paid their vendor for the good or service for which the Subrecipient is seeking reimbursement. If a Subrecipient is not registered to receive electronic fund transfers from New Jersey, they must contact the OHSP Chief Financial Officer.

NOTE: Article 18, Section A above pertains to agencies seeking reimbursement. In accordance with OMB CL 05-02, state agencies are not reimbursed.

- B. Equipment purchased with HSGP funding that meets the requirements for entry into the State's Resource Directory Data Base (RDDDB) must be properly entered once deployed and made operational. The RDDDB is maintained by the New Jersey Division of State Police Recovery Bureau, Public Assistance/Support Services Unit, (609) 963-6996. A copy of the RDDDB entry will be included with each request for reimbursement when applicable.

- C. Salary/Fringe reimbursement will only be processed after OHSP has received and approved the required periodic time and activity "Certification Form" available on the OHSP website (<http://www.njhomelandsecurity.gov/grants-docs.html>).

X. Allowable Costs.

- A. The Subrecipient acknowledges and agrees that expenditures by the Subrecipient shall be solely for the purposes of implementing the projects set forth in the Subrecipient's approved Spending Plan Template(s) and Annex(es).
- B. Grant funds must be used for allowable costs consistent with the provision of state and federal cost principles.

XI. Period of Performance.

Each Homeland Security Grant Program has a period of performance established by the granting authority. The period of performance sets the starting date and the closing date in which grant funds may be expended.

XII. Matching and Cost Sharing.

The Subrecipient shall be required to account to the satisfaction of OHSP matching and cost sharing requirements (if applicable) of the grant in accordance with state and/or federal requirements.

XIII. Program Income.

Program income shall be defined as gross income earned by the Subrecipient from federal grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees and royalties on patents and copyrights as defined within 2 C.F.R 200, as amended, Section 200.307.

XIV. Audit Requirements.

This grant is conveyed by the audit requirements of the Department of the Treasury Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

XV. Project Revisions and Modifications.

Project revisions and modifications must be requested by the Subrecipient and approved by OHSP in writing. A revised Spending Plan Template(s) and Annex(es) will be required.

XVI. Property Management and Disposition Standards.

- A. Executive level state agencies are required to comply with state OMB CL#11-18 (<http://www.state.nj.us/infobank/circular/cir1118b.pdf>) and OMB CL#11-19 (<http://www.state.nj.us/infobank/circular/cir1119b.pdf>) and OMB State Fiscal Year End Guidelines for reporting of Capital and Fixed Assets. Non-executive state departments (i.e. colleges and

universities, New Jersey Transit agencies, Port Authority agencies, local units of government, nonprofit organizations, etc.) must adhere to and follow their respective inventory and fixed inventory policies and procedures. Nonprofit organization requirements/standards are more specifically set forth in Paragraph C below.

B. The Subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

C. Inventory Requirements (Including Nonprofits, Counties, Municipalities, Corporations, etc.).

1. The Subrecipient's property management standards for equipment acquired with federal funds and federally owned equipment shall include the following per 2 C.F.R. 200, as amended, Section 200.313(d).

a. A description of the equipment.

b. Manufacturer's serial number, model number, federal stock number, national stock number or other identification number.

c. Source of the equipment, including the award number.

d. Title holder.

e. Acquisition date (or date received, if the equipment was furnished by the federal government) and cost.

f. Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government).

g. Location and condition of the equipment and the date the information was reported.

h. Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Subrecipient compensates the federal awarding agency for its share.

2. Equipment owned by the federal government shall be identified to indicate federal ownership.

3. A physical inventory of property must be taken and the results reconciled with the equipment records at least once every two years.

D. Disposition of Property.

When original or replacement equipment acquired under a grant or sub-grant is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be in accordance with 2 C.F.R. 200, as amended, Section 200.313(e).

XVII. Procurement Standards.

- A. Procurement of supplies, equipment and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements.
- B. Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subrecipient of the contractual responsibilities arising under its procurements. The Subrecipient is the responsible authority, without recourse to OHSP, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
- C. Subrecipients who receive funding from a Homeland Security Grant Program shall ensure that all vendors they intend to do business with are not listed as an Excluded Entity on the federal System for Award Management (SAM) or a debarred agency on New Jersey's Consolidated Debarment Report. All Subrecipients will conduct a check with the federal website <http://www.SAM.gov/portal/public/SAM/> and the state website <http://www.state.nj.us/treasury/debarred/>. Subrecipients shall make a copy of the search results and retain with the other procurement documents that will be subject to audit at a later time.
- D. All Subrecipients must enter relevant purchasing documentation into the GTS. Purchasing documentation shall include, but is not limited to, a Subrecipient's purchase order, vendor's invoice and Subrecipient's proof of payment or a printout of a New Jersey Comprehensive Financial System (NJCFS) Open Payment Voucher Line Table report.

XVIII. Monitoring of Program Performance.

- A. Subrecipient monitoring must cover each program, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished and other performance goals are being achieved as contained within 2 C.F.R 200, as amended, Section 200.328.
- B. Based on a review of a Subrecipient's programmatic/financial performance, OHSP reserves the right to partially reduce and/or rescind a Subrecipient's project funding. Examples include, but are not limited to, failure to meet the 50% and 100% legal encumbrance dates; failure to submit reimbursement requests within the prescribed date; and failure to account for funding in GTS.
- C. OHSP will, upon reasonable notice, conduct monitoring reviews for any of the following purposes.
 - 1. To review program accomplishments and progress.

2. To provide such technical assistance as may be required.
3. To perform fiscal reviews to ensure grant funds are being properly expended in a timely manner in accordance with Paragraph B above.
4. To make recommendations for best practices and/or corrective action(s).

XIX. Financial and Performance Reporting.

- A. The Subrecipient may be required to provide Biannual Strategy Implementation Reports (BSIR) designed to outline how this grant funding is being used to meet the goals and objectives outlined in the state and urban areas homeland security strategies.
- B. The Subrecipient shall utilize OHSP's GTS in addition to the Subrecipient's financial management accounting system.
 1. The GTS is a web-based application developed to assist with the grant management process.
 2. The Subrecipient agrees to maintain on its staff at least one person experienced in the proper input of data into the GTS system. Training is available through OHSP and will be provided by the OHSP GTS Administrator.
 3. Any unapproved item(s) will not be reimbursed.
 4. The Subrecipient shall maintain GTS with the most current planning, procurement and expenditure information.
 5. Any request by a third party for a GTS report printout shall be handled in accordance with the following procedure.
 - a. The GTS is operated by the NJ OHSP and, as such, it is subject to various protections by Executive Order No. 5 (Corzine).
 - b. The Subrecipient shall not disseminate reports generated from GTS to any third party absent OHSP approval, this includes media, press, OPRA requests and the like. In the event there is a request for any GTS printouts, Subrecipient shall refer the requesting party to OHSP. OHSP will make any and all appropriate disseminations of GTS reports.
- C. The Subrecipient shall promptly respond to requests by OHSP for programmatic budgetary, fiscal and other information or data related to the administration of this grant.
- D. The Subrecipient may be required to submit a final programmatic report at the conclusion of the grant as prescribed by OHSP.

XX. Access to Records.

- A. In accepting this grant, the Subrecipient agrees to make available to OHSP and/or any federal agency whose funds are expended in the course of this grant or any of their duly authorized representatives, pertinent accounting records, books, documents and papers as may be necessary to monitor and audit Subrecipient's operation, in compliance with 2 C.F.R 200, as amended, Section 336.
- B. All visitations, inspections and audits, including visits and OHSP requests for documentation in discharge of OHSP's responsibilities, shall as a general rule provide prior notice when reasonable and practical to do so. However, OHSP retains the right to make unannounced visitations, inspections and audits as deemed necessary.
- C. OHSP reserves the right to have access to records of any Subrecipients and requires the Subrecipient to provide for OHSP's access to such records in any grant with the Subrecipient.
- D. OHSP reserved the right to have access to all work papers produced in connection with audits made by the Subrecipient or independent certified public accountants, registered municipal accountants or licensed public accounts hired by the Subrecipient to perform such audit.

XXI. Record Retention.

- A. Except as otherwise provided, financial and programmatic records, support documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven (7) years, unless directed to extend the retention by OHSP.
 - 1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues and appeals which arise from it, or until the end of the regular seven (7) year period, whichever is later, unless otherwise directed by OHSP.
 - 2. Records for non-expendable property acquired with OHSP funds shall be retained for seven (7) years after its final disposition, unless otherwise provided by OHSP.
 - 3. The general retention period for all records starts from the date of the final subject close out letter.
- B. OHSP may request transfer of certain records to its custody from the Subrecipient when it determines that the records possess long-term retention value and will make arrangements with the Subrecipient to retain any records that are continuously needed for joint use.

XXII. Remedies for Non-compliance.

If the Subrecipient materially fails to comply with the term of an award, whether stated in a state or federal statute/regulation, an assurance, in a state plan or application, a notice of award or elsewhere, OHSP may take one or more of the following actions, as appropriate in the circumstances:

- A. Temporarily withhold cash payment pending correction of the deficiency by the Subrecipient or take more severe enforcement action.
- B. Disallow all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate the current award for the Subrecipient's program.
- D. Withhold further awards for the program.
- E. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the Grant Agreement.
- F. Take other remedies that may be legally available.

XXIII. Termination and Suspension.

- A. The following definitions shall apply for the purposes of this Section:
 - 1. Termination.

The termination of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.
 - 2. Suspension.

The suspension of a grant is an action by OHSP which temporarily suspends assistance under the grant pending corrective action by the Subrecipient or pending a decision to terminate the grant by OHSP.
 - 3. Disallowable Costs.

Disallowed costs are those charges to the grant which OHSP or its representatives shall determine to be beyond the scope of the purpose of the grant, excessive or otherwise unallowable.
- B. If the Subrecipient fails to comply with grant award stipulations, standards or conditions, OHSP may suspend the grant and withhold further reimbursements; prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient; or decide to terminate the grant in accordance with paragraph C below. OHSP shall allow all necessary and proper costs, which the Subrecipient could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.
- C. OHSP may terminate the grant in whole or in part whenever it is determined that the Subrecipient has failed to comply with the conditions of the grant. OHSP shall promptly notify the Subrecipient in writing of the determination and the reasons for the termination together with the effective date.

Payments made to the Subrecipient or recoveries by OHSP under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

- D. OHSP and the Subrecipient may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligation as possible.

XXIV. Grant Close-Out Procedures.

- A. The following definitions shall apply for the purpose of this section.
1. The closeout of a grant is the process by which OHSP determines that all applicable administrative actions and all required work of the grant have been completed by the Subrecipient.
 2. Date of completion refers to the date when all activities under the grant are completed or the expiration date in the award document, or any supplement or amendment thereto.
- B. OHSP may permit extensions when requested in writing by the Subrecipient.
- C. In the event an audit has not been performed prior to the close out of the grant, OHSP retains the right to recover any disallowable costs identified in the final audit report.

The effective date of this Grant Agreement shall be _____, 2015, and it shall expire at midnight, August 31, 2018.

February 1, 2017: Midterm financial and programmatic review, at least fifty percent (50%) of the award shall be legally/contractually obligated.

February 1, 2018: All awarded funds (100%) shall be legally/contractually obligated.

July 31, 2018: Final reimbursement request packages shall be submitted. (Reimbursement requests shall be submitted quarterly during the performance period.)

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be executed as follows:

FOR THE SUBRECIPIENT:

WITNESS:

CITY OF JERSEY CITY

Date: _____

Date: _____

**FOR THE OFFICE OF HOMELAND
SECURITY AND PREPAREDNESS:**

WITNESS:

Chris Rodriguez
Director

Date: _____

Date: _____



New Jersey Office of Homeland Security and Preparedness Non-Supplanting Certification

Non-Supplanting Certification: This certification which is a required component of the Grant Agreement, affirms that OHSP State Aid and/or Federal Homeland Security grants funds will be used to supplement (add to) existing funds, and will not supplant (replace) funds that have been appropriated for the same purpose.

Certification Statement:

I certify that any funds awarded under this Grant Agreement will be used to supplement existing funds for program activities, and will not replace (supplant) non-Federal Funds.

NAME (Authorizing Official)

SIGNATURE

DATE: _____

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000 (d)); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
 - a) It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) It will comply with requirement of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.



U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE: New Jersey Office of Homeland Security
and Preparedness
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2015-SS-00039-S01

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Article I - Summary Description of Award

The purpose of the FY 2015 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$8,354,000 and Urban Areas Security Initiative (UASI) funding in the amount of \$20,800,000.

Article II - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article III - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article IV - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article V - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article VI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

Article VII - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

Article VIII - Civil Rights Act of 1968

All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see [24 C.F.R. § 100.201](#)).

Article IX - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article X - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form [424B Assurances – Non-Construction Programs](#). Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative and audit requirements and cost principles that apply to DHS award recipients originate from [2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#), as adopted by DHS at [2 C.F.R. Part 3002](#).

Article XI - Debarment and Suspension

All recipients must comply with Executive Orders [12549](#) and [12689](#), which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article XII - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at [2 C.F.R. Part 3001](#).

Article XIII - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Article XIV - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article XV - Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

And

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ____ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus.*
- ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Article XVI - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XVII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

Article XVIII - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XIX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

Article XX - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768,

(April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXI - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XXII - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article XXIII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Article XXIV - Procurement of Recovered Materials

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Article XXV - Contract Provisions for Non-federal Entity Contracts under Federal Awards

a. Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Article XXVI - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXVII - Terrorist Financing E.O. 13224

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article XXVIII - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXIX - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 C.F.R. § 175.15.

Article XXX - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XXXI - System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System of Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

Article XXXII - USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose

Article XXXIII - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XXXIV - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article XXXV - DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article XXXVI - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article XXXVII - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXVIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

CERTIFICATION REGARDING LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined by 28 CFR Part 69, the State must include the language of the certification below in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and require all subrecipients to certify and disclose accordingly. Subrecipients should refer to the regulations cited above and should also review the instructions included in the regulations before completing this form.

The subrecipient certifies, to the best of its knowledge and belief, that

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Name and Title of Authorized Representative

Signature

Date

Name and Address of Organization

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

NY 010000 OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-690

Agenda No. 10.V

Approved: SEP 24 2015



TITLE: RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY MOISHE'S SELF STORAGE, LLC (LANDLORD) RELATED TO A SUBLEASE BY THE CITY OF JERSEY CITY (TENANT) FOR THE STORAGE OF EMERGENCY EQUIPMENT USED BY THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Ordinance 14.178, approved on January 15, 2015, authorized the City of Jersey City's (City) Office of Emergency Management and Homeland Security (OEMHS) to rent storage space at 10 Senate Place from Moishe's Self Storage, LLC (Moishe) to accommodate the storage of the OEMHS's emergency mass shelter related equipment; and

WHEREAS, the term of the sublease was November 1, 2014 through March 31, 2015 and the monthly rent was \$17,500.00; and

WHEREAS, near the end of the sublease term the City was in the process of negotiating a lease with the Jersey City Housing Authority for the storage of OEMHS's equipment at the Marion Gardens Housing Development; and

WHEREAS, the negotiations were not concluded when the term of the City's sublease expired and OEMHS needed to continue storing its equipment at 10 Senate Place until August 31, 2015; and

WHEREAS, Moishe's has submitted a bill for the payment of rent from April 1, 2015 through August 31, 2015 in the amount of \$70,000.00 which represents the rent for five months of \$87,500.00 minus the City's security deposit of \$17,500.00; and

WHEREAS, W. Greg Kierce, Director of OEMHS, has reviewed the request for payment and has certified that the Moishe's bill is fair and reasonable; and

WHEREAS, Moishe's rented its property to the City in good faith and is entitled to receive payment; and

WHEREAS, funds in the amount of \$70,000.00 are available in Account no. 01-201-31-432-304

City Clerk File No. Res. 15.690Agenda No. 10.v SEP 24 2015

TITLE:

**RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED
BY MOISHE'S SELF STORAGE, LLC (LANDLORD) RELATED TO A SUBLEASE BY
THE CITY OF JERSEY CITY (TENANT) FOR THE STORAGE OF EMERGENCY
EQUIPMENT USED BY THE OFFICE OF EMERGENCY MANAGEMENT AND
HOMELAND SECURITY**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) the Purchasing Agent is hereby authorized to pay Moishe's the sum of \$70,000.00 for renting the City storage space for OEMHS's equipment for the period of time from April 1, 2015 through August 31, 2015;
- 2) the Business Administrator and Purchasing Agent are hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution; and
- 3) The approval of this payment is subject to the execution of a Release by Moishe releasing the City from any liability in connection with claims it may have against the City for providing rental space to the City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$70,000.00 are available in Account No. 01-201-31-432-304

PO # 118410

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Ray P. Reddy
Asst. Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

690

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED
BY MOISHE'S SELF STORAGE RELATED TO THE STORAGE OF EMERGENCY EQUIPMENT FROM
THE OFFICE OF EMERGENCY MANAGEMENT & HOMEMLAND SECURITY

Initiator

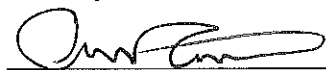
Department/Division	Office of Emergency Management	& Homeland Security
Name/Title	W. Greg Kierce, Director	
Phone/email	547-5681/wkierce@njicps.org	Cell 201 424-8625

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Resolution authorized the final payment to MOISHE'S Self Storage, LLC final payment for rental of a storage facility located at 10 Senate Place, Jersey City N.J. to accommodate storage of the OEMHS'S emergency mass shelter related equipment

I certify that all the facts presented herein are accurate.



Signature of Department Director

9/18/15

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.691

Agenda No. 10.W

Approved: SEP 24 2015

TITLE:



A RESOLUTION SUPPLEMENTING THE MANUAL OF BUS STOPS DESIGNATIONS OF THE CITY OF JERSEY CITY REPEALING A NORTHBOUND, FAR-SIDE BUS STOP ON BERGEN AVENUE AT UNION STREET, ALL TIMES

The Municipal Council, as a whole
offered and moved adoption of the following resolution:

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (a) provide that the Municipality may make and promulgate regulations amending, designating and/or deleting bus stops; and

WHEREAS, the provisions of Section 3-46(D)(6) of the Code of the City of Jersey City provide that the Director of Architecture, Engineering, Traffic and Transportation (Director) may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Director has proposed, for the purpose of increasing the flow of traffic and improving both vehicular and pedestrian safety, that the attached regulation (No. 15.076) be promulgated repealing the bus stop at the location described; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City; that


a. The attached regulation shall be a part of the Manual of Bus Stop Designations of the City of Jersey City

(15.076) Repeal the northbound, far-side bus stop on Bergen Avenue @ Union Street, all times

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection.

c. The City Clerk and the Corporation Council may change any chapter numbers, article numbers and section numbers in order to avoid possible accidental repeaters of existing provisions.

d. This resolution/regulation shall take effect at the time and in the manner as provided by law.

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Asst. Corporation Counsel

Certification Required ☐

Not Required

APPROVED 7-0

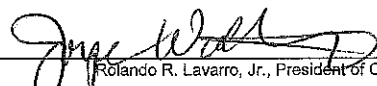
JDS:pel
(09.18.15)

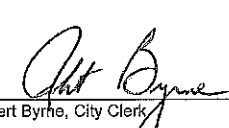
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

91
RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF BUS STOP DESIGNATIONS OF THE CITY OF JERSEY CITY REPEALING A NORTHBOUND, FAR-SIDE BUS STOP ON BERGEN AVENUE AT UNION STREET, ALL TIMES

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Councilwoman Watterman on behalf of a Constituent in Ward F	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@icnj.org

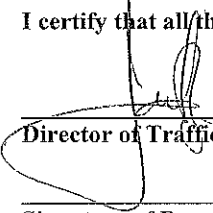
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

REPEAL THE NORTHBOUND, FAR-SIDE BUS STOP ON BERGEN AVENUE AT UNION STREET, ALL TIMES

The buses when picking up and discharging passengers block the driveway of a Constituent. There is another bus stop located one block away.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

9/18/15

Date

Signature of Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
JERSEY CITY MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 369-7292



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

Regulation 15.076

September 18, 2015

**BUS STOP REGULATION
REPEALED**

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus, picking up or discharging passengers, shall be permitted to occupy said location between the hours listed.

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-46 (D)(6) of the Jersey City Municipal Code, the following location is hereby REPEALED as a bus stop:

STREET

HOURS

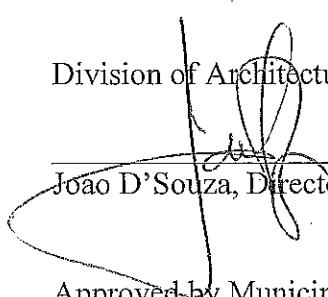
1. *[Bergen Avenue, Northbound on the easterly side at:*

All Times

a. Union Street (Far-side)

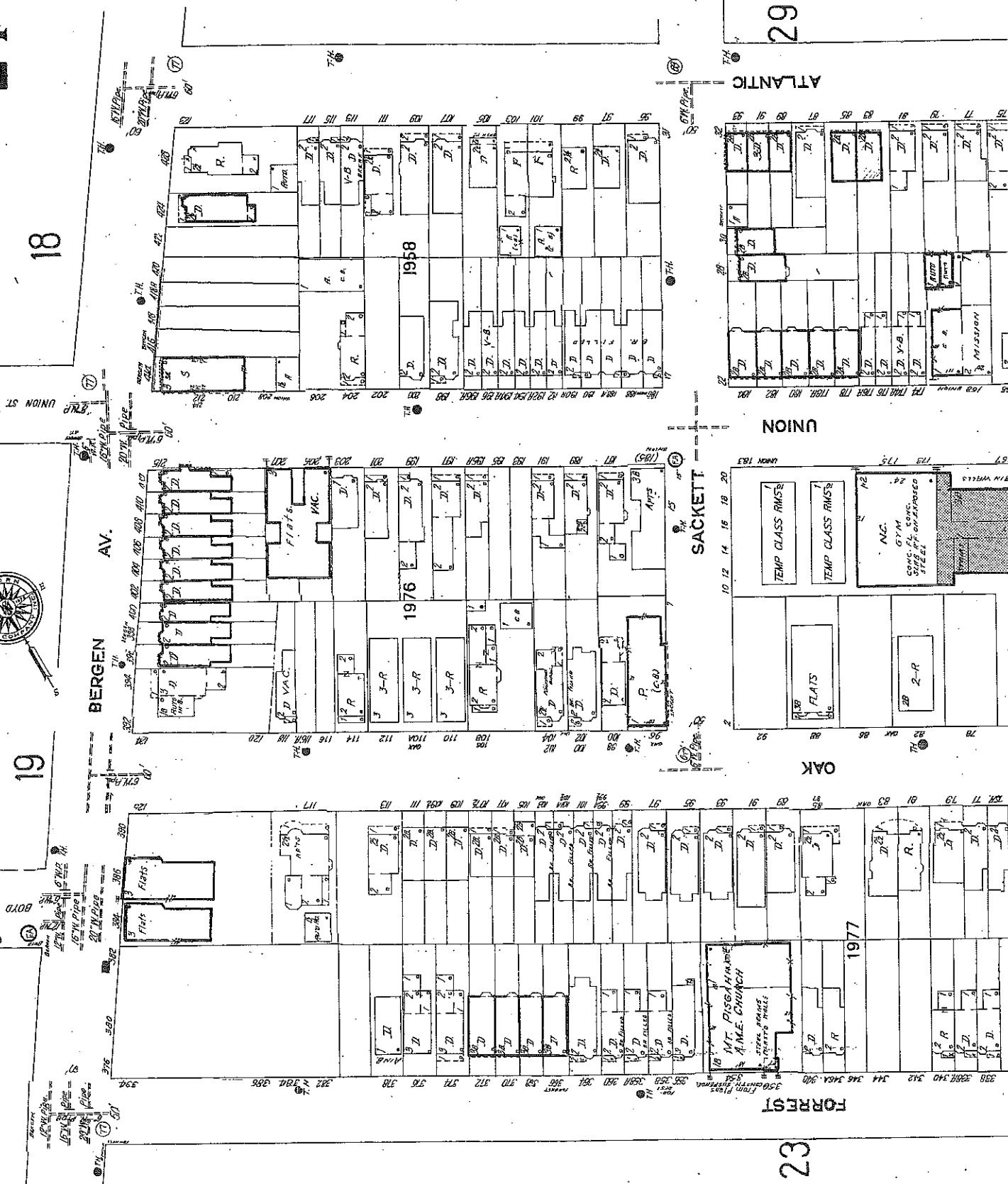
*Beginning at northerly curb line of Union Street and
extending to a point 100 feet northerly therefrom.]*

Division of Architecture, Engineering, Traffic and Transportation


Joao D'Souza, Director of Traffic & Transportation

Approved by Municipal Council Resolution

Date: _____



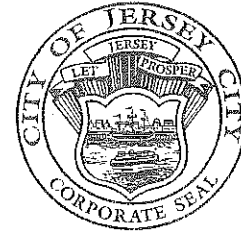
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.692

Agenda No. 10-X

Approved: SEP 24 2015

TITLE:



RESOLUTION RECOGNIZING AND HONORING THE LINCOLN INN FOR ITS CONTRIBUTIONS TO THE JERSEY CITY BUSINESS COMMUNITY AND FOR ITS ROLE IN RAISING THE PROFILE OF ARTS, ENTERTAINMENT, AND CULTURE IN JERSEY CITY

WHEREAS, the Lincoln Inn, located at 13 Lincoln Street in Jersey City Heights, just off of Central Avenue, has been a fixture for dining and entertainment the Heights neighborhood for over sixty (60) years. Founded and run by Phil Ackerman for thirty (30) years, the Lincoln was purchased by George and Nick Economou in 1984, who continued to run it as a bar and restaurant; and

WHEREAS, brothers John and Teddy Economou took over the family business in 2012 and undertook extensive renovations to modernize and revitalize the establishment. As part of upgrades to the interior design, the Lincoln Inn now features pool tables and a sound stage. While improving the atmosphere and perfecting a new menu for patrons, the Economou brothers have seized on an opportunity to reposition the Lincoln Inn as a venue for local arts and entertainment; and

WHEREAS, in fall 2014, the Economou brothers partnered with Jersey City musician Christine Santelli on an ongoing weekly music series, featuring local musicians, spanning a variety of genres such as blues, country, R&B, pop and rockabilly. The series, which takes place every Saturday Night at Lincoln Inn, has consistently packed the bar with standing-room-only crowds. With Santelli's tireless planning and promotion of the series, the Lincoln Inn has been a part of renaissance of art, music and culture that has taken hold in Jersey City Heights in the last five years; and

WHEREAS, the Lincoln Inn has also been a venue for the visual arts, having taken part in the annual Jersey City Art & Studio Tour, as well as the ongoing JC Fridays series, and displaying artwork for sale by local artists on the walls of the establishment.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby recognize and honor the Lincoln Inn in Jersey City Heights for its long-standing contributions to the Jersey City business community and for its ongoing role in raising the profile of the arts, entertainment, and culture in Jersey City.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Asst. Corporation Counsel

Certification Required ☐

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.693

Agenda No. 10.Y

Approved: SEP 24 2015

TITLE:



Resolution Congratulating the Philippine-American Friendship Committee 25 Years of Service to the Community

WHEREAS, the Philippine-American Friendship Committee (PAFCOM) formed and began its operations in Jersey City in 1990; and

WHEREAS, for the last twenty five years, PAFCOM has organized a parade and festival promoting Filipino culture and its people, drawing thousands to the streets of Jersey City each year. The celebration promotes diversity and inclusion, contributing to Jersey City's growth and prominence; and

WHEREAS, PAFCOM provides opportunities for Filipino Americans in Jersey City through its programming and partnerships with other local organizations. Today, PAFCOM provides community and social services including Senior Citizen Services, Youth Programming, Yoga and Zumba classes, and opportunities to access and interact with local government and other community leaders; and

WHEREAS, PAFCOM hosts an annual gala celebration to bring all of its members and supporters together to acknowledge the hard work and achievements of the organization; and

WHEREAS, on its 25th year, PAFCOM is honoring all of the past over-all chairs and grand marshals, various Filipino organizations making a difference in the community, a special recognition of its top 25 donors, and a presentation by its Silver Queens at the 25th Anniversary gala;

NOW, THEREFORE, BE IT RESOLVED, that the PAFCOM 25th Anniversary Gala is a special celebration marking an important and commendable milestone in the organization's impressive history;

BE IT FURTHER RESOLVED, that the residents of Jersey City, NJ and all members of the City Council honor PAFCOM, the work that it does, and hope the group enjoys continued success over the next 25 years and many more years to come.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Asst Corporation Counsel

Certification Required ☐

Not Required

☒ **APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

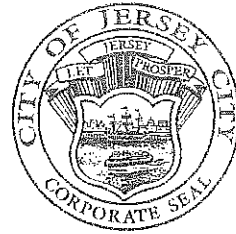
City Clerk File No. Rés. 15.694

Agenda No. 10. Z

Approved: SEP 24 2015

TITLE:

RESOLUTION EULOGIZING THE LATE GLORIA JEAN FINNIE LEGAY



WHEREAS, Mrs. Gloria Jean Finnie Legay was born on December 3, 1940 in Memphis, Tennessee to the late Phillip Finnie Sr. and Daisy Berta Greene Finnie; and

WHEREAS, Mrs. Gloria Jean Finnie Legay was married to Rev. Nathaniel B. Legay, Pastor of Metropolitan A.M.E. Zion Church, in Jersey City, NJ for 42 years. They have one son, Nathaniel Legay Jr., who is married to Janet Matthews Legay. Nathaniel and Janet have one daughter, Zuri Penelope Legay, the only grandchild, was the love of her life, as well as her family; and

WHEREAS, Mrs. Gloria Jean Finnie Legay is a graduate of Manassas High School and received her Bachelor's degree from Lemoyne Owens College in Memphis, Tennessee in 1962. Upon graduation from college, Mrs. Legay volunteered for the United States Peace Corps and served two years in Jamaica, West Indies. The Peace Corps was one of the memorable highlights in Gloria's life. That experience encouraged her to travel extensively. Gloria visited Ghana, Togo, Liberia, Sierra Leone, Puerto Rico, and many South American countries. Gloria received a Master degree in Education from New Jersey City University in 1986; and

WHEREAS, in 2005, Mrs. Gloria Jean Finnie Legay retired from the New York City Board of Education, where she demonstrated exemplary dedication and steadfast commitment to the quest for scholastic excellence and received recognition of her outstanding service and leadership as a public school teacher for more than thirty years; and

WHEREAS, Mrs. Gloria Jean Finnie Legay has passed away and gone to meet her Creator,

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby eulogize the late **Mrs. Gloria Jean Finnie Legay** and on behalf of The City of Jersey City offers its sincere condolences to her family and friends.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Asst. Corporation Counsel

Certification Required ☐

Not Required

☒ **APPROVED 7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.695

Agenda No. 10.7.1

Approved: SEP 24 2015

TITLE:

HONORING RUTH MOSS ON

THE OCCASION AND CELEBRATION OF HER 100TH BIRTHDAY

Council as a whole, offered and moved adoption of the resolution:

WHEREAS, Ruth Mackey was born on September 28, 1915 in Bell Haven, North Carolina, the oldest of eight children born to Robertson and Sarah Mackey. Ruth and her family moved to Virginia before relocating to Jersey City in 1923 when Ruth was seven years old; and

WHEREAS, Ruth attended Public Schools #1 and #3 and later graduated from Dickinson High School. Ruth loved to dance and met her husband to be John Moss at the Savoy in Harlem. They fell in love and were married in 1938; and

WHEREAS, Ruth Moss and her husband John were blessed with six children: Romero, Ronald, John, Beverly, Yvonne, and Carol. Their children have blessed her with fourteen beautiful grandchildren. She has devoted her life to her children, two of whom have special needs, she has also raised her grandchildren and helped her special needs sister; and

WHEREAS, Ruth Moss was very active volunteering in Marion Gardens where she resided from 1959 to 2013. She was a devoted communicant of Our Lady of Sorrows on Ocean Avenue for many years. Ruth enjoyed traveling and in 2009 was honored as an Outstanding Senior of The Year; and

WHEREAS, Ruth Moss currently resides at Alaris/Hamilton Park Nursing Home in Jersey City. She remains active and vibrant and contributes to the quality of life of her fellow residents; and

WHEREAS, Ruth Moss will turn 100 years old on September 28, 2015. She has led a rich and rewarding life and has been a valuable member of the Jersey City community. Her love of family and community has touched everyone she has mentored during her lifetime. Her birthday will be celebrated with family and friends at her residence on Monday, September 28, 2015.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Ruth Moss on the occasion and celebration on her 100th Birthday. We wish her a very happy birthday and thank her for her rich contributions she has made to the City of Jersey City during her long and productive life.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Asst. Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	ABSENT		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk